



A Government of India Undertaking — Ministry of Jal Shakti
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Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi

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TABLE OF CONTENTS

Section / Subject	Pg.
NOTICE INVITING Tender (NIT)	
SECTION I — Instructions to Bidders (ITB) & e-Bidding Guidelines	
SECTION II — Selection and Qualifying Criteria	
SECTION III — Bid Forms (Letter of Transmittal, Declaration, Forms A–P)	
SECTION IV — General Conditions of Contract (GCC) — Clauses 1 through 42	
SECTION V — Special Conditions of Contract (SCC)	
SECTION VI — Annexures I through XIII	
SECTION VII — General Technical Specifications of Work	
SECTION VIII — Scope of Work	
APPENDIX A — Approved List of Makes	
SECTION IX — Bid Drawings Index	
SECTION X — Financial Proposal / Bill of Quantities	

DISCLAIMER

The Office of the Development Commissioner (Handlooms), Ministry of Textiles, Government of India (hereinafter referred to as the "Client"), has appointed WAPCOS Limited as the Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi. This Tender Document has been prepared by WAPCOS Limited on behalf of the Client for inviting bids from eligible contractors for execution of the works under the Project. The information contained herein is being provided to prospective bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information may be provided.

The purpose of this Tender Document is to provide interested bidders with information that may assist them in the preparation and submission of their bids. The information contained herein is not intended to be exhaustive and bidders are required to carry out their own investigations, site visits, assessments, and due diligence regarding the Project, site conditions, scope of work, applicable laws, and all other matters that may affect their bid or execution of the works.

The information provided in this Tender Document is non-binding and does not constitute any representation, warranty, assurance, or guarantee by the Client, WAPCOS Limited, or any of their respective officers, employees, representatives, consultants, or advisors regarding the accuracy, completeness, reliability, or suitability of such information.

The client / WAPCOS reserve the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While reasonable care has been taken in the preparation of this Tender Document, neither the Client nor WAPCOS Limited, nor any of their respective officers, employees, representatives, consultants, or advisors, makes any representation or warranty, express or implied, as to the accuracy, adequacy, correctness, completeness, or fitness for any particular purpose of the information contained herein or subsequently provided.

NOTICE INVITING TENDER

NIT No.: [WAP/C&C/NIT/Handloom/2026/01] Dated: [July 2026]

WAPCOS Limited (A Government of India Undertaking), acting as Project Management Consultant (PMC) on behalf The Office of the Development Commissioner (Handlooms), Ministry of Textiles, Government of India (hereinafter referred to as 'Client' or 'Principal Employer'), invites open online bids for Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi from Experienced, Competent and Eligible bidders in a Single Stage bid System for the work detailed herein. Submission of online bids is mandatory through the Central Public Procurement (CPP) Portal (www.etenders.gov.in/eprocure) using a valid Class III Digital Signature Certificate (DSC).

Sl.	Particulars	Details
1	Name of Work / Project	Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi
2	Site / Location	Handloom Haat, Janpath, New Delhi
3	Nature of Work	Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi
4	Estimated Cost or Cost put to Tender (Excluding GST)	Rs.19.00 Crores. GST shall be payable extra at applicable rates.
5	Cost of Bid Document	Rs. 11,800/- (non-refundable). To be paid by Demand Draft payable at Gurugram, Haryana in favour of 'WAPCOS Limited'. Or through RTGS/NEFT to WAPCOS Bank A/c (Indian Overseas Bank, NHB Building, G-85, Industrial Area, Sector-18, Gurugram-122015; A/C No. 193502000000405; IFSC: IOBA0001935);
6	Earnest Money Deposit (EMD) / Bid Security	Rs. 29,00,000/- (refundable). Acceptable forms: (i) RTGS/NEFT to WAPCOS Bank A/c (Indian Overseas Bank, NHB Building, G-85, Industrial Area, Sector-18, Gurugram-122015; A/C No. 193502000000405; IFSC: IOBA0001935); (ii) Account Payee DD / Banker's Cheque / FDR; (iii) Insurance Surety Bond; (iv) Partial in Bank Guarantee - Rs. 20 Lakhs in cash-equivalent form + balance as BG from Nationalized/Scheduled Commercial Bank (RBI-approved). BG validity: 45 days beyond final bid validity period.
7	Solvency Certificate - specific to this Bid submission only and mentioning the name of the	40% of Estimated cost of project from Nationalized/Scheduled Commercial Bank (RBI-approved). Specific to this bid; mentioning name of work/project;

	<i>work/project</i>	addressed to WAPCOS Limited; issued between NIB publication date and bid submission deadline (incl. extensions). To be submitted in original. Exemption to MSMEs. Alternatively, the MSME bidders may submit Banker's Certificate from a commercial Bank for 40% of the estimated cost of work or Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% of the value of estimated cost of work (Scanned copy of original to be uploaded).
8	Performance Security	5% of Awarded Value in the form of Bank Guarantee from Scheduled Commercial Bank (RBI-approved), confirmed via SFMS.
9	Project Completion Period	10 months from Date of Commencement (Date of LOA or date of handing over of site, whichever is later). Completion covers: planning, execution, approvals, testing, commissioning, statutory NOCs, and successful handing over to Principal Employer.
10	Defect Liability Period (DLP)	12 (Twelve) Months from date of issue of Taking Over Certificate by Principal Employer / Completion Certificate by Principal Employer - whichever is later.
11	Bid Validity Period	180 days from date of opening of Technical Bid.
12	Portal for Bid Viewing / Download	www.wapcos.co.in and www.etenders.gov.in/eprocure. Bidders must check for Corrigenda/Addenda regularly.
13	Portal for Registration & Bid Submission	www.etenders.gov.in/eprocure (CPP Portal - DSC Class III mandatory)
14	Pre-Bid Meeting	-NA- Any prospective bidder requiring clarification regarding the Bidding Documents may submit its queries through email at the address specified in the Notice Inviting Tender (NIT), at least Three (3) working days prior to the bid submission deadline. WAPCOS shall, wherever considered necessary, issue clarifications/replies to such queries through email and/or by issuance of corrigendum/addendum, which shall form an integral part of the Bidding Documents.
16	Last Date for Online Bid Submission	11.07.2026 up to 17:00 hours
17	Offline Submission (Originals – mandatory documents only)	11.07.2026 up to 17:00 hours at above WAPCOS office address
18	Technical Bid Opening (Online)	13.07.2026 up to 12:00 hours

19	Financial Bid Proposal Submission (Online)	To be submitted online only
20	Bids Inviting Authority	Designation: Deputy Chief Engineer, WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana-122015. Email: ccm@wapcos.co.in
21	Address for BGs, EMD, Solvency Certificate	WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana-122015

General Conditions

- The NIT 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 bid and it will be the part of bid.
- The purpose of this tender 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 represent that the information contained in the Tender Documents is exhaustive. Prospective bidders are required to carry out their own investigations, site visits, surveys, and due diligence and shall be deemed to have satisfied themselves regarding all aspects of the work. WAPCOS Limited shall not be responsible for any consequences arising out of the bidder's failure to conduct adequate due diligence.
- 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 WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other bid.
- 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 Tender Document is an invitation to offer made on the condition that the bidder will sign the integrity Agreement, which is an integral part of bid documents, failing which the bidder/bidder will stand disqualified from the bidding 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.
- Conditional offers, offers with deviations, bids with tampered formats, or bids without EMD/Bid Fees shall be summarily rejected.
- All information submitted by bidders becomes the property of WAPCOS and shall not be returned.
- The bidders are advised/ encouraged to visit the site for actual assessment of the project site location and its consequences during execution of work.

SECTION I — INSTRUCTIONS TO BIDDERS (ITB)

1. General Instructions

a. Purpose

These instructions guide bidders in preparing their offers for the execution of construction works. Submission of a bid implies the bidder has read the complete Bid Document, Corrigendum(s), Addendum (da), and all related correspondence, and is fully aware of the scope of work, site conditions, and all terms and conditions. The particulars of the work given in Scope of Work are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

b. Ethical Standards

WAPCOS requires all bidders, suppliers, and sub-contractors to observe the highest standards of ethics during procurement and execution. The following definitions apply and any such practice will result in disqualification and/or banning from future procurements:

- Corrupt Practice: Offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- Fraudulent Practice: Submission of forged documents, misrepresentation, or omission — whether knowingly or recklessly — that misleads a party to obtain financial or other benefit.
- Coercive Practice: Impairing, harming, or threatening to impair or harm, directly or indirectly, any party or its property to influence their actions.
- Collusive Practice: An arrangement between two or more parties designed to achieve an improper purpose, including restricting competitiveness or cartelising the bidding process.

WAPCOS will: (a) reject the award of contract if the selected bidder is found to have engaged in any of the above practices; (b) sanction or declare ineligible any party found guilty of the above practices, either indefinitely or for a stated period; and (c) require bidders to permit WAPCOS to inspect their accounts, records, and documents relating to bid submission and contract performance, and have them audited by WAPCOS-appointed auditors.

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.

c. Bidder's Responsibility

The bidder is solely responsible for the details in and preparation of their bid. The bidder must obtain, at their own cost and responsibility, all information necessary for preparing the bid and entering into a contract, including examining all drawings, inspecting the site, ascertaining local conditions, means of access, nature of work, and all pertaining matters. WAPCOS shall not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

All bidders are explicitly informed that the following shall result in summary rejection of the bid:

- Conditional offers or offers with deviations from the Conditions of Contract.
- Bids not meeting the minimum eligibility criteria.
- Technical Bids not accompanied by EMD and Bid Document Fees of requisite amount in acceptable format.
- Bids submitted in altered, modified, or tampered formats.
- Bids in deviation with any other requirement stipulated in the bid documents.

WAPCOS reserves the right to waive minor deviations if they do not materially affect the bidder's capability to perform the contract.

d. Non-Tampering with Bids Documents

Bidders shall not tamper with or modify any part of the bid documents. If any part of the bid is found to have been tampered with or modified at any stage, the bid shall be rejected, the contract shall be liable to be

terminated, all financial deposits shall be forfeited, and the bidder shall be liable to be banned from doing any business with WAPCOS Limited.

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 bid.

2. Brief Information about the Project

The project involves the execution of permanent and semi-permanent exhibition, display and retail infrastructure at various floors of the Handloom Haat, Janpath, New Delhi. The works are aimed at enhancing the visitor experience through the creation of curated exhibition spaces, retail outlets, display galleries and associated public areas, along with the required associated civil and other MEP works. The project shall be executed in accordance with the approved concept layout and architectural design prepared by the Architect appointed by WAPCOS, while ensuring minimal disruption to the functioning of the existing building. The scope also includes fabrication, installation, testing, commissioning and successful handing over of all completed works in accordance with the Contract Documents.

Key Building Parameters (Tentative):

S.No	Building Component	Detail / Area
1	Total Plot Area	7,204.47 sq. mtr.
2	Open / External Area	5,409.93 sq. mtr. (outdoor stalls, hardscape, landscape, entry plazas)
3	Total Building Floors	6 (Six) — 2 Basement + Ground Floor + 3 Upper Floors (1F, 2F, 3F)
4	Total Carpet Area (4 occupied floors)	55,040 sq.ft. gross; 45,200 sq.ft. net usable (excl. circulation / lifts / lobby / gallery)
5	Basement - 1	2,403.69 sq. mtr. parking (75 Equivalent Car Spaces - ECS)
6	Basement - 2	2,583.30 sq. mtr. parking (81 ECS); Total basement parking: 156 ECS
7	Staircases	6 (Six) — from Basement-1 to 3rd Floor
8	Lifts	4 (Four) — 2 nos x 10-person capacity + 2 nos x 16-person capacity
9	Toilets	20 (Five per floor — Ground to 3rd Floor)
10	Green / Horticulture Area	250 sq. mtr.
11	Outdoor Stalls — Ground Level	3x3 m stalls: 60 nos (A-Wing: 30 nos + B-Wing: 30 nos) along Janpath frontage
12	Primary Entry	Entry-01 from Janpath Road (south frontage, pedestrian); Parking entry separate

3. Project Site

The project site is located at Handloom Haat, Janpath, New Delhi, one of the city's premier cultural and tourist destinations situated in the heart of New Delhi. The site is strategically located on Janpath Road with excellent connectivity to central business districts, government offices, metro stations, and major arterial roads. The works shall be executed within the operational Handloom Haat premises, requiring careful planning, phased execution, and coordination to ensure minimum disruption to visitors, vendors, and ongoing activities.

4. Site Visit

- Intending Bidder(s) are advised to inspect and examine the site at their own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid in order to avoid impractical and non-serious bids.

- The bidder(s) shall be deemed to have full knowledge of the site whether they inspect 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 their 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 they have read this notice and all other contract documents and has made themselves 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 them by the Government and local conditions and other factors having a bearing on the execution of the work.
- The bidder and any of its personnel or agents will be granted permission by the Employer/Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5. Pre-bid Meeting

Any prospective bidder requiring clarification regarding the Bidding Documents may submit its queries through email at the address specified in the Notice Inviting Tender (NIT), at least Three (3) working days prior to the bid submission deadline. WAPCOS shall, wherever considered necessary, issue clarifications/replies to such queries through email and/or by issuance of corrigendum/addendum, which shall form an integral part of the Bidding Documents.

6. Special Instructions for e-Bidding

Submission of Online Bids is mandatory for this Bid. E-Bidding is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic bidding, bidders shall use the portal www.etenders.gov.in/eprocure. Bid 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>.

a) Registration

- 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.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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.
- 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.

- 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.

b) Searching for and Downloading Bid Documents

- There are various search options built in the CPP Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, 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 bid published on the CPP Portal.
- Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective 'My Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the bid document.
- The bidder should make a note of the unique Bid ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

c) Preparation and Submission of Bids

- Download the prescribed Java version from <https://eprocure.gov.in/cppp/jre-windows-i586.exe> before bid submission. Do NOT use other Java versions.
- Prepare bid documents (scanned colour PDFs, signed and stamped on every page) in serial order as per the Check List (Section II). Scan quality: minimum 100 dpi, black-and-white.
- The Financial Bid shall be submitted ONLY in the standard BoQ format provided. Fill only white (unprotected) cells. Do NOT modify any protected cell or the filename. Any modification to the BoQ file results in automatic rejection.
- Log in well before the submission deadline. The server time displayed on the bidder's dashboard is the definitive reference time.
- Documents are encrypted using PKI/SSL-128-bit technology and remain unreadable until authorised bid opening.
- After 'Freeze Bid Submission', the portal generates a Bid Submission Acknowledgement with bid number, date, and time. Print and retain this as entry pass for opening meetings.
- Select payment option as 'Offline' and enter details of EMD instrument. The instrument details entered must exactly match the physical instrument submitted offline.

7. 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 30 days after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

Online Bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD will be received within stipulated time.

The successful bidder shall accept the Letter of Award (LOA) within 10 (Ten) 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 Bid, revokes his bid 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.
- iii. Fails to submit performance security within stipulated period.
- iv. withdraws or amends its/ his bid;
- v. impairs or derogates from the bid in any respect within the period of validity of the bid;
- vi. If the bidder does not accept the correction of his bid price during evaluation; and
- vii. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

The Earnest Money Deposit (EMD) of all unsuccessful bidders will be refunded upon the successful bidder's acceptance of the Letter of Award (LOA) or within 45 (forty-five) days after the expiry of the bid validity period, whichever occurs earlier.

The EMD of the successful bidder will be released only after the bidder has furnished the required Performance Security in an acceptable form.

8. 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.

9. CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

10. Period of Completion

The completion period specified in the NIT is for the entire scope of work including: execution, procurement, fabrication, transportation, installation, testing, commissioning, statutory approvals and NOCs, and successful handing over to the Principal Employer to their full satisfaction. The period is the essence of the contract.

11. 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 Bid/ 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.

12. Bid Validity Period

Bids shall remain valid for acceptance for a period of 180 days from the date of opening of financial Bids.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required/nor permitted to modify his bid.

13. Bid Opening and Evaluation

Bids shall be opened as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. The Bids will be opened in the presence of Bidders' representatives who wish to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Bid opening.

14. Offline Submission of Documents

The following originals must be physically delivered in a sealed envelope clearly labelled 'OFFLINE DOCUMENTS FOR "Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi" NIT No. WAP/C&C/NIT/Handloom/2026/01' with the bidder's name, address, phone, and email, by the date and time specified in the NIB:

- Original Bid Document Fee (Demand Draft)
- Original EMD / Bid Security (all acceptable instruments except RTGS - attach RTGS transaction proof online)
- Original Solvency Certificate (on Bank's letter head), if applicable
- Original Form-A (Financial Information certified by Statutory Auditor with UDIN)

Late offline submissions will result in rejection of the bid irrespective of online submission status.

15. OTHER IMPORTANT INFORMATION TO BIDDERS

1. The bid submitted shall become invalid if any:
 - i. The bidder is found ineligible.
 - ii. The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bids opening authority.
 - iv. If a bidder does not quote the total amount of the bid or any section/sub head, the bid shall be treated as invalid and will not be considered as lowest bidder.
2. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
3. While submitting the revised bid, the bidder can revise the rate/percentage of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
4. WAPCOS or Client does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
5. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
6. WAPCOS reserves the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
7. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for

- a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
8. The bid for the works shall remain open for acceptance for a period of bid validity period from the date of opening of Technical bid. Further,
- i) If any bidder withdraws his bid or makes any modifications in the terms & conditions of the bid which is not acceptable to the department within 7 days after last date of submission of the bids, then WAPCOS shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - ii) In case, the bidder withdraws his bid or makes any modification in the terms & conditions of the bid which is not acceptable to the department after expiry of 7 days after last date of submission of bids, the Government shall without prejudice to any right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - iii) In case of forfeiture of earnest money as prescribed in Para (i) and (ii) above, the bidders shall not be allowed to participate in the re-bidding process of the work.
9. This notice inviting bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 30 days from the letter of acceptance, sign the agreement consisting of:
- i. The Notice Inviting Bid, all the documents including GCC, Operative Schedule, SCC, additional conditions, specifications, Design Basis Reports and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading there to.
 - ii. All annexures and Form as applicable.
10. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of bid documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. **In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.**
11. In case of any reduction in scope of work NO CLAIM on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.
12. The information and instructions for bidders posted on website shall form part of bid document.
13. WAPCOS reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. 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 bid documents submitted by him. Any Site information given in this bid 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 themselves on their own responsibility, all information that may be necessary for preparing the bid 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.

15. 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 shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
16. The Employer/ PMC reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

SECTION II - SELECTION AND QUALIFYING CRITERIA

1. Qualifying Criteria - Online Technical Bid Submission

The Technical Bid shall contain coloured scanned copies of all documents listed in the Check List below. Documents shall be arranged in the exact serial order of the Check List with continuous page numbering (no breaks). A duly filled Check List with page numbers noted against each item shall be placed on top. The Authorised Signatory shall sign and stamp every page.

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the bid work. Where a bidder technical submittal is found non-compliant with the requirement or work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the bid work.

Table 1: Minimum Eligible Requirement

Sl.	Document	Requirement / Description	Form / Evidence	Page Nos. (from – to)
a	Authority to Sign the Bid	<p>Authority to Sign the bid:</p> <p>a) 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 this bid.</p> <p>b) In case of a Limited Company, Partnership firm or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney. A certified copy of the Power of Attorney shall accompany the Application.</p> <p>Note: Power of Attorney duly notarized and on a stamp paper of appropriate value, issued and signed by the member, authorizing the person for signing the bid documents, make corrections/modifications, to interact with the Employer and act as the contact person, shall be submitted along with Technical Bid. The Power of Attorney shall be submitted in original and shall be specific to the Bid submission only.</p>	Upload Original Notarised POA / Certified Board Resolution/Proof of Proprietor	
b	Earnest Money Deposit (EMD)	<p>As per NIT— in acceptable form. Scanned copy to be uploaded online; original to be submitted offline. Where partial BG is used: Rs. 20 Lakhs in cash-equivalent form + BG for balance from Nationalized/Scheduled Bank. Note: The EMD documents will be verified from the issuing bank by WAPCOS prior to opening of Financial Bid</p>	NEFT receipt / DD / BG / FDR / Insurance Surety Bond (scanned)	

c	Bid Document Fee	As per NIT	As per NIT	
d	Letter of Transmittal + Declaration	On bidder's original letter head. Combined Technical & Financial transmittal with Declaration by the Bidder as per prescribed format in Section III.	Letter of Transmittal (Section III format)	
e	Financial Information (Form-A)	Yearly sales Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2024-25. The requisite certificates (Form-A) must be certified by Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal.	Form-A on Statutory Auditor's original letter head with UDIN. WAPCOS to verify via ICAI Portal.	
		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 2024-25.		
		Turnover: Average annual financial turnover of bidder should be at least 50% of the cost put to tender during the immediate last 3 consecutive financial years ending 2024-25.		
		Full Balance Sheet and Profit & loss Statement of Bidder, duly audited by Independent Chartered Accountant.		
		The net worth of the bidder should be positive during the last financial year i.e.2024-25. 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.		
f	Solvency Certificate (Form-B)	i) Solvency / Banker's Certificate The bidder 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 cost put to tender. The Certificate	Form-B on Bank's original letter head. WAPCOS to verify from issuing bank.	

		<p>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 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</p> <p>Note: This Certificate will be verified from the issuing authority by WAPCOS.</p> <p>ii) Exemption for MSMEs Alternatively, the MSME bidders may submit Banker's Certificate from a commercial Bank for 40% of the cost put to tender or Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% of the cost put to tender (Scanned copy of original to be uploaded).</p>		
g	Correspondence Details (Form-C)	<p>Official email, landline number, and present address of issuing authorities for: (i) EMD (bank), (ii) Solvency Certificate (bank), (iii) Completion Certificates (clients), (iv) Project Performance Certificates (PSUs, if applicable). Bidder to certify the contact details are active and verified.</p> <p>If Bank Guarantee/ Solvency / Banker's Certificate/ completion certificate is not verified by the issuing authority, then it will not be considered for technical evaluation.</p>	Form-C on bidder's letter head	
h	Structure & Organisation (Form-E)	<p>Name, registered address, official website, legal status (proprietary/ partnership/ company), names of directors/ partners/ promoters, contact details of authorised person, and any other relevant information.</p>	Form-E on bidder's letter head	
I	Undertaking for Manpower Deployment (Form-F)	<p>Commitment to deploy qualified technical and supervisory manpower as per minimum requirements specified in Appendix B.</p>	Form-F on bidder's letter head	

J	No Conviction Certificate (Form-G)	Certification that the organisation/promoters/directors have never been convicted by any Central/State Government Department or Court of Law. Also certifies no involvement in corrupt or fraudulent practices.	Form-G on bidder's letter head	
K	No Deviation Certificate (Form-H)	Unconditional acceptance of all bid terms. Confirmation that site has been visited; no change or modification has been made to the bid document; and no deviation from any bid clause has been taken.	Form-H on bidder's letter head	
L	Non-Blacklisting Undertaking (Form-I)	Declaration that the firm has not been blacklisted/de-registered/debarred by any Government Department/PSU/Private Sector/Agency for which works were executed during the last 5 years.	Form-I on bidder's letter head	
M	GFR Rule 144(xi) Undertaking (Form-J)	Declaration of eligibility per Rule 144(xi) of General Financial Rules 2017 - relating to restrictions on procurement from countries sharing a land border with India. Bidder to certify eligibility to participate.	Form-J on bidder's letter head	
N	Make in India - Local Content (Form-K)	Undertaking to follow the Make in India Policy and achieve minimum 50% local content in execution of the work per the Public Procurement (Preference to Make in India) Order. Must be signed by Statutory Auditor with UDIN for ICAI verification.	Form-K on bidder's letter head, countersigned by Statutory Auditor with UDIN	
O	Deleted	Deleted	Deleted	
P	Site Understanding (Form-M)	Confirmation of actual site visit; description of site constraints observed (approach, terrain, utilities, logistics); explanation of how the bidder proposes to manage identified constraints; and confirmation that all site factors have been accounted for in the quoted price.	Form-M on bidder's letter head	
Q	EPF & ESIC Registration	Valid Employees' Provident Fund (EPF) Organisation registration certificate. Valid Employees' State Insurance Corporation (ESIC) registration certificate. Both are mandatory under EPF & MP Act 1952 and ESIC Act 1948.	Self-attested copies of both certificates	

R	GST Registration & PAN	Valid GST Registration Certificate for the state where the work is to be executed (or undertaking on letter head to register before submission of 1 st bill). Valid PAN Card of the firm/company.	Self-attested copies	
S	Indian Registered Company	Certificate of Incorporation (Companies Act 2013) / Partnership Deed Registration / Proprietorship proof + address proof. Joint Ventures (JVs) are NOT accepted.	Self-attested copies	
T	Completed Similar Work Experience	<p>The firm should have satisfactorily completed the works as mentioned below during the last Seven (7) years ending previous day of last date of submission of tender. Details should be enclosed</p> <p>i) One similar completed work costing not less than 80% of the cost put to tender Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the cost put to tender Or</p> <p>iii) Three similar completed works of order value not less than 40% of the cost put to tender</p> <p>Note: "Similar Works" shall mean execution of Museums/ Exhibition Galleries/ Interpretation Centres /Cultural Centres/ Visitor Centres/ Art Galleries/ Experience Centres/Thematic Interiors/ Heritage Interpretation Projects/ Cultural Heritage Development Projects.</p> <p>The bidder shall submit Completion Certificate(s) for the same along-with LOI(s)/W.O(s) from respective Owner(s)/ Client(s). The Completion certificates shall clearly specify the similar nature works. Otherwise the Completion Certificate will not be considered as experience in similar nature of work.</p> <p>The copy of completion certificates shall be got verified from the issuing authority/organizations prior to award of works.</p> <p>The value of the work done declared is to</p>	Completion Certificates + LOI/Work Orders from client organisations. For private sector: TDS certificates. Verification contact details in Form-C.	

		<p>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.</p> <p>The value of executed works shall be brought to the current 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.</p> <p>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.</p> <p>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. In case of mismatch in value in TDS certificate & completion certificate, then value mentioned in TDS certificate will be considered during evaluation.</p> <p>WAPCOS reserves the right to get this work inspected through its representatives before or after accepting the Technical bid.</p>		
V	Handing Over Undertaking (Form-N)	Bidder acknowledges and undertakes to deliver the complete handing over package at project completion: As-built drawings (3 sets - civil, structural, MEP), Inventory list, Guarantee/warranty bonds for all equipment and waterproofing/anti-termite works, Equipment certificates and invoices, Keys to all rooms/areas,	Form-P on bidder's letter head	

		Occupancy Certificate from Local Body, NOCs from all statutory departments (Fire, Electrical Inspector, Forest, Pollution Control, etc.), and No Claim Certificate.		
W	Litigation History (Form-O)	Information about Litigation or arbitration resulting from contracts	Form – L on bidder’s letter head	
X	Integrity Pact (Form-P)	Integrity Pact along with letter	Letter on bidder’s letter head and integrity pact on Rs.100 letter head	

Notes:

- 1) All uploaded tender document should be readable.
- 2) **No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the bided work. Where a bidder technical submittal is found non-compliant with the requirement or work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the bid work.**
- 3) The bidders are strictly advised to prepare and submit the bid in accordance to above points as the Work is of important in nature and time bound.
- 4) **Bidders who full fill the minimum eligible requirement as per table above under clause 1 of this section shall only be qualified for technical evaluation.** Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

2. TECHNICAL EVALUATION & SELECTION CRITERIA

The first stage of technical evaluation will be based on clause 1 of this section: Qualifying criteria. The agencies qualifying under clause 1 above are only considered for further technical evaluation. Technical Evaluation of the bids would be carried out on broad parameters as given below:

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type, Experience with similar departments or In house Production capacities etc. **The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor/agency(s) whose basic qualification criteria is meeting as per clause 1 above and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale as per clause 2: Table 2 of this section.** The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation.

Table 2: Technical Evaluation

Sr. No.	Description	Marks
A	Technical Work Experience	
A1.	<p>Technical Experience</p> <p>i. 60% marks shall be awarded if the bidder has executed similar works (Table 1: Point w) with a total cumulative value of cost put to tender during the last 7 years, ending on the last day of the month preceding the month in which tenders are invited.</p> <p>ii. 100% marks shall be awarded if the bidder has executed similar works (Table 1: Point w) with a total cumulative value of twice the cost put to tender during the same period.</p> <p>iii. For experience values between cost put to tender and twice the cost put to tender crore, marks shall be awarded on a pro-rata basis.</p>	15 Marks
A2	<p>No. of years of relevant experience.</p> <p>i) 20 years and above: 10 marks</p> <p>ii) 10-20 years: 7 marks</p> <p>iii) 5- 10 years: 4 marks</p> <p>iv) 0-5 years: 2 mark</p>	15 Marks
B	<p>Experience in execution of Museum, Cultural or Exhibition Projects for the Central Government, State Government, Government Departments, or Public Sector Undertakings (PSUs) during the last seven (7) years ending on the last date of submission of bids shall be evaluated as follows. (The projects considered under this criterion may or may not be the same as those submitted under Sr. No. A1.1)</p> <p>i) More than 15 eligible Museum, Cultural or Exhibition Projects - 15 Marks</p> <p>ii) Eligible Museum, Cultural or Exhibition Projects between 10-14 Nos.- 10 Marks</p> <p>iii) Eligible Museum, Cultural or Exhibition Projects between 1-9 Nos.- 5 Marks</p>	15 Marks
D.	<p>Financial Strength</p> <p>Average Annual Financial Turnover</p> <p>(i) 60% marks for minimum eligibility criteria</p> <p>(ii) 100% marks for twice the minimum eligibility criteria or more</p> <p>(iii) In between (i) & (ii) - on pro-rata basis</p>	10 Marks
E.	<p>Approach & Methodology</p> <ul style="list-style-type: none"> ➤ Understanding of the Project, Scope of Work & Execution Strategy ➤ Construction, Installation & Phasing Methodology, ➤ Methodology for Execution of Thematic Interiors, Exhibition Spaces, Display Systems, Art Installations & Digital Integration ➤ Resource Deployment, Work Programme, Procurement Strategy & Project Scheduling ➤ Quality Assurance, Safety, Risk Management & Coordination with Architect/PMC/Client 	25 Marks

Sr. No.	Description	Marks
	<p>Organization structure (CVs / Resumes of following personnel shall be considered for evaluation)</p> <p>Note: Each proposed key personnel shall submit a duly signed No Objection Certificate (NOC)/Letter of Consent confirming their availability and willingness to be deployed for the subject project, if awarded.</p>	20 Marks
	<p>a. Project Manager – 1 No. The Project Manager shall possess a Bachelor's Degree (B.Tech./B.E.) in Civil Engineering with a minimum of 10 years of post-qualification experience in execution of buildings, museum, cultural center, exhibition center, interpretation center, experience centre, or similar infrastructure projects;</p>	5 Marks
	<p>b. Exhibition Curator – 1 No. The Exhibition Curator shall possess a Bachelor's Degree in Mass Communication/Fine Arts/Design/Architecture or any other relevant discipline from a recognized University/Institution, with a minimum of 5 years of post-qualification professional experience. He/she should have at least four (4) completed Museum/Exhibition Gallery/Interpretation Centre/Cultural Centre/Experience Centre/Visitor Centre or similar thematic exhibition projects,</p>	3 Marks
	<p>c. Design Coordination Lead – 1 No. The Design Coordination Lead shall possess a Bachelor's or Master's Degree in Architecture/ Interior Design/ Fine Arts, or an equivalent discipline, with a minimum of 8 years of post-qualification experience in planning, coordination, and execution of museums, exhibition galleries, cultural centres, interpretation centres, experience centres, thematic interiors, or similar projects</p>	4 Marks
	<p>d. Graphic Designer – 1 No. The Graphic Designer shall possess a Bachelor's or Master's Degree in Graphic Design/Visual Communication or an equivalent discipline, with a minimum of 8 years of post-qualification experience in designing exhibition graphics, museum graphics, interpretation panels, signage systems, way finding, branding, digital displays, environmental graphics, or similar projects.</p>	3 Marks
	<p>e. Graduate Mechanical/Electrical/Plumbing Engineers - 2 Nos. with B.Tech/ B.E. in Mechanical/Electrical Engineering & 3 years of relevant work experience or Diploma in Mechanical/Electrical & Minimum 5 years of experience in the relevant works of Buildings/Establishments</p>	3 Marks
	<p>f. Site Engineer - 1 Nos. with B.Tech/ B.E. in Civil Engineering & 3 years of relevant work experience or Diploma in Civil & Minimum 5 years of experience in the relevant works of Buildings/Establishments</p>	2 Marks

Sr. No.	Description	Marks
Total		100 Marks

Note:

- The percent distribution of points for qualifications and competence of the professional staff for the evaluation are:

i)	Educational Qualifications	30%
ii)	Relevant Experience of the Projects	70%

Shortfall Documents

WAPCOS may ask the Bidder for submission of additional documents, if required. These documents shall not be relating to Original data submitted by bidder/submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

3. Contents of Financial Bid

The Financial Bid should be uploaded online only before last date & time of submission of Bid 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".

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. Opening of Financial Bid

The financial bids of those Bidder(s) whose basic qualification criteria is meeting as per Table 1 and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale shall be opened at the notified date & time by email.

The final selection shall be based on the Least Cost Method (L1).

In case two or more technically qualified bidders quote the same L1 amount (for Item Rate Bids), they shall be invited to submit sealed revised offers. Revised quotes must not be higher than the original quote. The

lowest revised bid shall be awarded. If revised quotes are again equal, selection shall be by draw of lots in the presence of WAPCOS and the concerned bidders. If any such bidder refuses to submit a revised offer, 50% of EMD shall be forfeited and they shall be ineligible for re-bidding.

5. Award of Work

The final selection shall be based on the Least Cost Method (L1). The bidder who is technically qualified and has fulfilled the technical evaluation criteria of 75 marks or more and quoting the lowest amount shall be selected, subject to satisfactory negotiation where applicable.

6. Signing of Contract

The Letter of Award (LOA) shall be issued to the successful bidder. The bidder shall sign and return the duplicate copy of the LOA within 7 days as token of unequivocal acceptance and confirmation. Subsequently, the bidder shall submit Performance Security of the required value within 14 days of LOA acceptance (but not later than the date of signing of the Agreement). Thereafter, on a mutually agreed date, the successful bidder or their authorised representative shall attend WAPCOS office for signing of the Contract Agreement. No payment for any work done shall be made unless the Contract Agreement is duly signed.

Failure to comply with the above requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

SECTION III — BID FORMS

- All forms shall be submitted on the bidder's original letter head unless otherwise specified. All forms must be signed and stamped by the Authorised Signatory on every page.
- All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars / query are not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids received late will not be entertained.
- References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

Letter of Transmittal - Technical Bid (with Financial Bid and Declaration)

(TO BE SUBMITTED ON BIDDER'S ORIGINAL LETTER HEAD)

To,
WAPCOS Limited,
76-C, Institutional Area, Sector-18, Gurugram, Haryana-122015
Email: ccm@wapcos.co.in

Subject: Submission of Technical Bid and Financial Bid for " Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi"

Bid No. : WAP/C&C/NIT/Handloom/2026/01

Sir,

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 bid document for the work ".....".

I/We hereby declare that:

- (i) I/We acknowledge that WAPCOS will rely on the information and documents submitted in this bid for selection of the Contractor. I/We certify that all information provided is true, correct, and complete; nothing has been omitted which renders such information misleading; all documents are true copies of their respective originals.
- (ii) I/We have furnished all information and details necessary for establishing eligibility and have no further pertinent information to supply.
- (iii) I/We submit the requisite Solvency Certificate, Completion Certificates, and Financial Information, and authorise WAPCOS Ltd. to approach the issuing authorities to confirm the correctness thereof. I/We also authorise WAPCOS Ltd. to approach individuals, employers, firms, and corporations to verify our competence and general reputation.
- (iv) The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Bid 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.
- (v) I/We acknowledge WAPCOS's unconditional right to reject our bid without assigning any reason, and hereby waive, to the fullest extent permitted by applicable law, any right to challenge the same.
- (vi) I/We have inspected the site and are fully acquainted with local conditions. All site factors and conditions of the bid documents have been accounted for in our quoted price.
- (vii) I/We have not made any misleading or false representation in any form, statement, or attachment.
- (viii) 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.
- (ix) We are financially sound and are not under any debt restructuring or insolvency proceedings.
- (x) 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.
- (xi) 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.
- (xii) 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.

(xiii) I / We shall keep this offer valid as period specified in the NIB.

(xiv) I / We hereby submit our FINANCIAL BID and Offer Cost for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

(xv) 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.

Date: _____

Place: _____

Signature and Stamp of Authorised Signatory: _____

Name: _____ Designation: _____

Form-A: Financial Information

(To be submitted on original letter head of Statutory Auditor of the firm/company — with UDIN)

Financial Year	Gross Annual Turnover (Rs. Cr.)	Profit / Loss After Tax (Rs. Cr.)	Net Worth (Rs. Cr.)
2020-2021			
2021-2022			
2022-2023			
2023-2024			
2024-2025			

Above details are furnished as per audited financial statements submitted to the Income Tax Department.

Name & Address of Firm: _____

Date: _____ Place: _____

Signature & Seal of Statutory Auditor: _____

UDIN No.: _____

(This certificate will be verified through ICAI Portal using the UDIN number above.)

Form-B: Solvency Certificate

(To be obtained from Issuing Bank and submitted on Bank's original letter head)

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

Re: Solvency Certificate for Bid No. [_____]

Work: "[_____]"

This is to certify that M/s _____ (Name and Address of Bidder) is a customer of our Bank and is respectable, and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____ only).

This certificate is specific to the above bid submission and is issued on the specific request of M/s _____.

Name of Bank Official: _____ Designation: _____

Bank Branch: _____ Date: _____

Signature & Seal of Bank Official: _____

NOTE:

1. Note: This certificate will be verified by WAPCOS from the issuing branch by official email/in person.
2. Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana.
3. In case of partnership firm, certificate should include name of all partners as recorded with the Bank.
4. Bank may do the minor changes in the format as per the approved format of bank without changing the gist of content.

Form-B1: : FORM OF BANKERS' CERTIFICATE FROM A COMMERCIAL BANK

(To be obtained from Issuing Bank and submitted on Bank's original letter head)

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

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

Name of Bank Official: _____ Designation: _____

Bank Branch: _____ Date: _____

Signature & Seal of Bank Official: _____

NOTE:

1. Note: This certificate will be verified by WAPCOS from the issuing branch by official email/in person.
2. In case of partnership firm, certificate should include name of all partners as recorded with the Bank.
3. Bank may do the minor changes in the format as per the approved format of bank without changing the gist of content.

Form-B2: FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm/company), 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).

Unique Document Identification Number
(UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant
Membership No. of ICAI
Date and Seal

Form-C: Correspondence Details of Issuing Authorities

(On bidder's letter head — all contact details must be active and verified by bidder)

Name of Work: "[_____]"

1. EMD submitted in form of Bank Guarantee/ FDR

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

2. Solvency Certificate / Banker's Certificate

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

3. Completion Certificate

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 by the issuing authority within 5 working days, then our bid is liable to be rejected.

Date:

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

Place:

Form-D: Deleted

Form-E: Structure and Organisation

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

S.No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address and Email on which Correspondence will be made during Biding & after Award of Work	
3.	Telephone no./Telex 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 I 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:

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

Place:

Form-F: Undertaking for Manpower Deployment
(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

1. This is to certify that We, M/s,in submission of this offer confirm that: -
2. Our bid 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 Bid Document.
3. We agree to employ the number of technical staff during the execution of this work as defined in the bid 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.
4. The Employer/ PMC 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.
5. In case we fail to deploy the technical staff as mentioned in the bid document, we shall be liable to pay recovery for each month of default as mentioned in Bid Documents. The details of Deployment of Technical Staff will be submitted with each Bill duly certified by the Employer or its representatives. 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:

Form-G: No Conviction Certificate

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work: (Name of the Work/ Project)

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been convicted or blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country as on Bid Submission Date.

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:

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

Place:

Form-H: No Deviation Certificate

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

This is to confirm that as per Bid 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 bid 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 Bid 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 Bid 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:

Form-I: Non-Blacklisting Undertaking

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

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 3 Years.

Date:

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

Place:

Form-J: GFR Rule 144(xi) Compliance Undertaking

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

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

Date:

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

Place:

Form-K: Preference to Make in India - Local Content Undertaking

FORM-K1: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

Name of Work:

We..... (Name of Firm) hereby confirm that we will follow the Make in India Policy and its Guidelines at the time of execution of subjected work. We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy and will achieve the minimum local content target of 50%.

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

Place:

OR

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

FORM-K2: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

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

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

We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy against WAPCOS Bid 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:

Note: The format K1 will be required from bidder if the estimated cost of work is up to Rs. 10.0 Crore (excluding GST) and form k2 will be used for estimated cost of work is in excess of Rs. 10.0 Crore (excluding GST)

Form-M: Understanding the Project Site

Name of Work: "[_____]"

Date of Site Visit: _____ Name of Person who Visited: _____

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:

1. Location of the land demarcated for the execution of work and approach/ accessibility to the site.
2. The present condition of site including the Natural Ground level / backfill to be removed / additional filling required etc.
3. Any services which may be passing through the project land.
4. Availability of all construction material required for the execution of work.
5. Location of the proposed buildings and its allied works on demarcated land.
6. Sources from where electric connection is to be taken by contractor at the time of mobilization or other arrangements for electricity are to be made.
7. Sources from where suitable water for construction is to be arranged.
8. Site clearance and location of matured trees.
9. Awareness about the surrounding local conditions, villagers etc.
10. Topography, contouring and any other relevant feature like Pond, nallah etc. of the land where the project is to be executed.
11. Nature of the ground & sub-soil of the site and accessibility to the site.
12. Location of local electrical supply line/ Overhead Transmission lines and other relevant services
13. 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 has been considered in the Quoted Rates / price.

Date:

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

Place:

Form-N: Handing Over Undertaking

We, M/s _____, undertake that at the time of handing over the project, we shall deliver the following complete handing over package to WAPCOS/Principal Employer:

1. As-Built Drawings - 3 complete sets (Civil/Structural, Electrical, Plumbing/Fire/MEP) - Hard + Soft copies
2. Inventory List of all installed equipment, fixtures, and fittings
3. Bank Guarantee and Warranty Bonds for: (i) Waterproofing works - 10 years; (ii) Anti-Termite treatment - 10 years;
4. All installed equipment - as per manufacturer warranty or DLP, whichever is more
5. Equipment Certificates, Test Reports, and Original Invoices for all installed equipment
6. Keys to all rooms, stores, panels, pump rooms, substations, and all areas
7. Occupancy Certificate / Completion Certificate from Local Urban Body / Municipal Corporation, if applicable.
8. NOC from Fire Department (final, post-installation), if applicable.
9. NOC from Chief Electrical Inspector / Electrical Department, if applicable.
10. NOCs from all other Statutory Authorities as applicable (Forest, Pollution Control, Lift, etc.), if applicable.
11. No Claim Certificate duly signed by our authorised representative, if applicable.
12. Solar Net Metering approval (if solar installation is part of scope), if applicable.
13. DG Set / Transformer test certificates and load sanction order from Electricity Board, if applicable.

We understand that partial handing over is not acceptable and the Defect Liability Period shall commence only after the complete package above is delivered.

Date:

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

Place:

Form-O: LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

Subject: The Bidders should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2026 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in Rs.

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Bidder

3. Information Regarding Current Litigation, Debarring / Expelling of Bidder or Abandonment of Work by Bidder.

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No
ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No
ii) (If yes, give details, including present status:
- e) i) Has the Bidder been debarred by client or by any Department... Yes/No
ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre- Qualification of bidder will be summarily rejected.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

Form-P: LETTER FOR INTEGRITY AND INTEGRITY AGREEMENT

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

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

Dear Sir,

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

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

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 bid/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 bid/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the bidder/bidder and reject the bid/bid in accordance with terms and conditions of the bid/bid.

Date:

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

Place:

ENCLOSURE-1

INTEGRITY AGREEMENT

[Will be submitted on non-judicial Stamp paper of Rs.100 duly attested by notary/Magistrate]

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

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the 'EMPLOYER', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

'The Employer' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Employer' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Employer shall appoint Independent External Monitor (IEMs) who shall monitor the bid process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the 'The Employer'

- 1) 'The Employer' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Employer, personally or through family members, shall in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer shall, during the bid process, treat all Bidder(s) with equity and reason. The Employer shall in particular, before and during the bid process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the bid process or the contract execution.
 - (c) The Employer shall exclude from the process all known prejudiced persons.
- 2) If the Employer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Employer shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 – Commitments of the 'Bidder/ Contractor'

- 3) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the bid process and during the contract execution.
 - a) The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Employer's employees involved in the bid process or the execution of

the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the bid process or during the execution of the contract.

- b) The 'Bidder/ Contractor' shall not enter with other Bidders 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/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d) The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign Employers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e) The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f) Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from bid process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Employer is entitled to disqualify the 'Bidder/ Contractor' from the bid process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- 5) If the Employer has disqualified the 'Bidder/ Contractor' from the bid process prior to the award according to Section 3, the Employer is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6) If the Employer has terminated the contract according to Section 3, or if the Employer is entitled to terminate the contract according to Section 3, the Employer shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the bid process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the bid process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

- 7) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 8) The Employer shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 9) The Employer shall disqualify from the bid process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Employer obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 10) The Employer appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 11) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Organization.
- 12) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Employer, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 13) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Organisation and recuse himself/ herself from that case.
- 14) The Employer shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 15) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Employer and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 16) The Monitor shall submit a written report to the Head of the Organization within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 17) If the Monitor has reported to the Head of the Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 18) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Organization.

Section 10 – Other provisions

- 19) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e., New Delhi.
- 20) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 21) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 22) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 23) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 24) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 25) For and on behalf of the Employer

SIGNED, SEALED AND DELIVERED

For and on behalf of the WAPCOS Contractor

For and on behalf of the

NAME _____
DESIGNATION

NAME _____
DESIGNATION

In the presence of witness:

1 _____

In the presence of Witness

1 _____

2 _____

2 _____

SECTION IV - GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 General Rules and Directions

General Rules & Directions	1. All works proposed for execution by contract will be notified in the form of invitation to bid posted on website. This form will state the work to be carried out, as well as the date for submitting and opening bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the bid, and the amount of the security deposit and Performance guarantee to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs, drawings and any other document applicable to the work shall be open for inspection by the contractor in the office of officer inviting bid during office hours.
	2. In the event of bid being submitted by a firm/company, it must be signed separately by each partner/director thereof or in the event of the absence of any partner/director, 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 bid, and it must disclose that the firm/company is duly registered under the applicable Indian Partnership Act 1932/ Companies Act 2013.
	3. Receipts for payment made on account of work, when executed by a firm/company, must also be signed by all the partners/directors, except where contractors are described in their bid as a firm/company, in which case the receipts must be signed in the name of the firm by one of the partners/directors (duly authorized by the firm/company), or by some other person having due authority to give effectual receipts for the firm/company.
Applicable for Item 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	<p>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 :-</p> <ol style="list-style-type: none"> 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. <p>i. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.</p>
	4B	<p>In case the lowest bid amount (estimated cost + amount worked on the basis of percentage above/below) of two or more bidder is same, such lowest bidder will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of bid including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on bid cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of bid. The lowest bid shall be decided on the basis of revised offers.</p> <p>In case any of such bidder refuses to submit revised offer, then it shall be treated as withdrawal of his bid before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised bided amount of two or more bidders received in revised offer is again found to be equal, the lowest bid, among such contractors, shall be decided by draw of lots & the lowest contractors those have quoted equal amount of their bids.</p> <p>In case all the lowest bidders those have quoted same bided amount, refuse to submit revised offers, then bids are to be recalled after forfeiting 50% of EMD of each bidder. bidder (s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-bidding process of the work.</p>
	5.	The officer inviting tender or his duly authorized representative will open bids in the presence of any intending bidders who may be present at the time of opening of bids
	6.	The officer inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.
	7.	The receipt of an accountant or clerk for any money paid by the bidder will not be considered as any acknowledgment or payment to the officer inviting bid and

		the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting bid or a duly authorized Cashier.
Applicable for Item Rate tender only	8.	<p>In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.</p> <p>However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.</p>
Applicable for percentage Rate/ EPC Bid only	9.	In case of Percentage Rate/ EPC Bids only percentage quoted shall be considered. Any bid containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate EPC bid shall be accurately filled in figures and words, so that there is no discrepancy.
Applicable for Percentage Rate/ EPC Bid only	10.	In Percentage Rate/ EPC Bid, the bidder shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end
	11.	<p>i. The bidder, whose bid is accepted, will be required to furnish performance guarantee at specified percentage of the bided amount as mentioned in NIT and within the period specified in SCC. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.</p> <p>ii. The bidder whose bid is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the bided amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.</p>

	12.	On acceptance of the bid, the name of the accredited representative(s) of the bidder 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 bidder for this contract shall be payable by the bidder and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of bid including extension if any. Accordingly payment or recovery shall be done.
	14.	The bidder shall give a list of WAPCOS and Ministry of textile, Government of India employees related to him.
	15.	The bid for composite work includes Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors
	16.	The bidder 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 bidder 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:- <ul style="list-style-type: none"> i. The expression, works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional ii. The Site shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract. iii. The Bidder / Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons

	<p>composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>iv. “Employer” shall mean “WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work / Project as mentioned in NIB. Having their Registered office at 5th floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India & include their successors & permitted assigns as well as their authorized officer / representatives.</p> <p>v. "Principal Employer/Owner" means the Office of the Development Commissioner (Handlooms), Ministry of Textiles, Government of India, which has appointed WAPCOS Limited as the Project Management Consultant (PMC) for the work specified in the Notice Inviting Tender (NIT).</p> <p>vi. The PMC / Company / WAPCOS or WAPCOS Limited or shall mean WAPCOS Limited, A Government of India undertaking- Ministry of Jal Shakti appointed as a Project Management Consultant by the Principal Employer.</p> <p>vii. "Owner / Client / Principal Employer" means the Office of the Development Commissioner (Handlooms), Ministry of Textiles, Government of India.</p> <p>viii. The expression works or Project shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional</p> <p>ix. 'Contract' means the documents forming the bid and acceptance thereof and the formal Agreement executed between WAPCOS and the Contractor, together with GCC, SCC, Specifications, Designs, Drawings, BoQ/SoQ, and instructions issued from time to time by the Engineer-in-Charge — all read as one complementary contract.</p> <p>x. The Engineer-in-Charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the WAPCOS as mentioned in Special Conditions of Contract.</p> <p>xi. 'Project Manager / Project Engineer' means the officer appointed by WAPCOS to supervise works at site and authorised by the EIC.</p> <p>xii. Accepting Authority shall mean the authority mentioned in Special Conditions of Contract.</p> <p>xiii. Bidder / Bidder shall mean the firm/party who intends to participate in this Notice Inviting Bid</p>
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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 bid 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 Bid	7.	The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid 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. Description of Schedule of Quantities ii. Particular Specification and Special Condition, if any. iii. Bid Drawings. iv. Standard Specifications. v. Indian Standard Specifications of B.I.S. vi. CPWD specifications / publications up to date correction slips vii. National Building Code 2016 with up to date correction slips
	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

	<p>Contract Agreement.</p> <p>The contract Agreement consisting of complete Tender Document along with all the documents Corrigendum/Amendments if any, Clarifications / Correspondences and any other documents as forming part of the contract. No payment for the work done will be made unless contract is signed by the contractor.</p> <p>Failure on the part of the successful bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.</p>
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3.0 Clauses of Contract

CLAUSE 1: PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

- i. The contractor shall submit an irrevocable **Performance Guarantee of 5% (Five percent) of the bided amount** 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 Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee 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 Government to make good the deficit.
- ii. **The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 1 year claim period beyond** the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). 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 not later than 365 days of completion of the Defect Liability Period.
- iii. Bank Guarantee for Performance Security must be confirmed through SFMS (Structured Financial Messaging System) from WAPCOS's banker - Indian Overseas Bank, NHB Branch, Gurugram, Branch Code: 1935, IFSC: IOBA0001935, Beneficiary: WAPCOS Limited. SFMS confirmation must be obtained for any extension of BG validity as well.
- iv. The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay WAPCOS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer in-Charge.
- v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

- vi. The performance Guarantee shall be refunded without interest to the contractor after completing all duties and obligations under the contract and recording successful Completion of Defect Liability Period.

CLAUSE 1A: SECURITY DEPOSIT / RETENTION MONEY

The Bidder whose bid(s) may be accepted (hereinafter called the contractor) shall permit WAPCOS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the bided value of the work. Such deductions will be made and held by WAPCOS by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to WAPCOS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to WAPCOS to make good the deficit.

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

The Security Deposit as deducted above shall be released within 60 days of successful completion of Warranty/Defect Liability as Certified by the Engineer-in-Charge or till the final bill has been prepared and passed whichever is later.

The contractor may, at his option, replace the security deposit amount with an unconditional BG/ Insurance Surety Bonds from a bank acceptable to WAPCOS at the following stages:

- a) After the amount reaches half the value of the limit of retention money; and
- b) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 60 (sixty or any other period mentioned in the bid document) days after the DLP/ warranty period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods/ warranty period being applicable to different sections or parts or equipment incidental to works, the expiration of defect liability period/ warranty period shall be the latest of such periods.

CLAUSE 2: COMPENSATION FOR DELAY - LIQUIDATED DAMAGES (LD)

If the Contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the stipulated date of completion or the justified extended date of completion determined in accordance with Clause 5 (excluding any extension under Clause 5.5), while also considering any extension granted under Clauses 12 and 15, the Contractor shall, without prejudice to any other right or remedy available to the Employer/Client under the Contract or applicable law, pay compensation for delay as specified below:

(i) **Compensation for delay of work @ 0.50% of accepted bid amount per week of delay (to be computed on per day basis)**

Provided further that the total amount of compensation for delay to be paid under this condition **shall not exceed 10% (Ten percent) of the accepted Bid Value of work** or of the accepted Bid Value of the Sectional part of work as mentioned in Operative Schedule/ Special Conditions of Contract for which a separate period of completion is originally given. 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 recovered from invocation of Performance Security and Security deposit) of contractor.

The period of delay solely attributable to contractor shall be computed as the time taken by contractor going beyond the 'justified date of completion' as determined by the authority specified in Operative Schedule under clause 5. Further, in case where the contractor is entitled to additional time under clause 12 and /or clause 15, that shall also be accounted for while deciding the net period of delay. In case, the authority specified in Operative Schedule decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is behind the schedule on date of such decision, after due consideration of justified extension at that stage of work.

In case no compensation has been decided by the authority in Operative Schedule/ Special Conditions of Contract during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under clause 2 shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Operative Schedule, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause 2 plus that under clause 3 (i.e. forfeiture of security deposit, performance guarantee) shall not exceed 15% of the accepted bided value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

In case, the contractor does not achieve a particular milestone mentioned in Operative Schedule, or the re-scheduled milestone(s) in terms of Clause 5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG/ FDR from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount.

If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the Engineer-in-charge under clause 3 or any other clause in contract.

If the Principal Employer imposes LD on WAPCOS/the project at any point, the full amount of LD (up to 10% of Contract Price) shall be recovered from forthcoming RA Bills. If the RA Bill amount is insufficient, the balance shall be recovered from Performance Security, Security Deposit, and any other financial deposits of the Contractor with WAPCOS.

Note: Actions under Clause 2 (LD) and Clause 3 (Determination) are independent. WAPCOS is entitled to claim LD for delay and also take action for determination for non-performance — these are not mutually exclusive remedies.

Clause 2A Denial Clause

If delay in works is attributable to the contractor, WAPCOS / Employer shall not be responsible for any extra expenditure during the extended period. Any increase in statutory duties and/ or upward rise in prices and/ or any adverse fluctuation in foreign exchange are to be borne by the contractor during the extended delivery period, while WAPCOS / employer reserves his right to get any benefit of a downward revisions in statutory duties, and foreign exchange rate.

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 bidding or other non-bonafide methods of competitive bidding 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.
- xii. 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 bidding 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 - Contract Closure Where Work Cannot Start – Not Applicable

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 30 days of the closing of the contract.

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

CLAUSE 4: Contractor Liable For Compensation Even If Clause 3 Not Invoked

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

CLAUSE 5: TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Operative Schedule/ Special Conditions of Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such date as mentioned in Operative Schedule/ Special Conditions of Contract or from the date of handing over of the site, as notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after 10 days after a notice in writing has been given by the Engineer in charge, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the WAPCOS without prejudice to any other right or remedy available in law. The contract shall stand determined when such decision regarding the forfeiture of the performance guarantee is communicated to the contractor.

- 5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the WAPCOS. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Special Conditions of Contract.
- (a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.
 - (b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore.
 - (c) For works costing more than Rs. 20 Crore, Project management shall be done using Primavera Software.

PROGRAMME CHART

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

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

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

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) 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 Delays attributable to the WAPCOS / Principal Employer and the Concurrent delays: 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 Rescheduling of milestones and 'Justified extended date': 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 **Delays beyond the 'justified extended date'**: 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.
- 5.6 It is a term of contract that the authority indicated in Special Conditions of Contract while deciding the extension of time case as per clause 5.1 to 5.5, shall also segregate the overall period of delay in following categories :
- a) delays due to reasons beyond the control of both parties (under clause 5.2)
 - b) delays attributable solely to the WAPCOS (under clause 5.3)
 - c) concurrent delays (under clause 5.3)
 - d) delays solely attributable to contractor (under clause 5.5)
- 5.7 **Online record of hindrances**: The Engineer-in-Charge may require the contractor to give notice of hindrances on any online system devised by him. All the notices of hindrances have to be submitted through such online system by the contractor timely to claim extension of time/ rescheduling of milestone(s). The contractor shall not be entitled for any damages in case such online notices are not given timely by the contractor.
- 5.8 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.9 In any such case the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in operative schedule and this shall be binding on the contractor.

CLAUSE 6: COMPUTERISED MEASUREMENT BOOK (CMB)

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the WAPCOS so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his

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

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

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

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

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

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

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

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

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

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the WAPCOS/ PMC in triplicate on or before the

date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Special Conditions of Contract, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 20 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.

Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by 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 receive of the payments from Principal Employer whichever is later. As bidder/Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Principal Employer and Contractor. Thus, the Contractor unconditionally acknowledges 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 If the revised bided amount (worked out on the basis of quoted rate of individual items) 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.

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 7B - Payment to third party

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the WAPCOS to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupees in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work. Full reasons for proposing such third party payment shall be recorded and prior written approval of the next higher authority shall be obtained before making such payment.

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in schedule F, the contractor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge within seven days of receipt of intimation of completion from contractor will inspect the work and satisfy himself about completion of part /full work, then intimate to the concerned authorities as mentioned in Schedule F for issuance of part/final completion certificate. The concerned authorities will inspect the work and issue part/ final completion certificate within thirty days of the receipt of such intimation. The Engineer-in-Charge shall furnish to the contractor a part/ final completion certificate as the case may be, indicating defects

- (a) to be rectified by the contractor and/or
(b) for which payment will be made at reduced rates.

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 or final cleaning works as aforesaid except for any sum actually realized by the sale thereof.

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 as aforesaid, he shall be liable to pay a sum of 1 % (one percent) of Bided Value or limit prescribed in Operative Schedule whichever is more as may be fixed by the authority as mentioned in Operative Schedule and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 9: PAYMENT OF FINAL BILL

- (i) The final bill shall be submitted by the contractor to the Engineer-in-Charge 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 completion certificate furnished by the Engineer-in-Charge whichever is earlier. At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.
- (ii) In case of correction / rejection / short documents, the Engineer-in-Charge will give recorded reasons for correction / rejection / submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.
- (iii) Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, final completion certificate, final extension of time case, mandatory tests statements, dismantled materials account and other documents as mentioned in clause-7A etc.
- (iv) An undertaking along the final bill will be submitted by the contractor that, "I/we hereby undertake that all the measurements/ claims payable under this contract have been included in the final bill and will not submit any other bill/ claims in future under this agreement thereafter".
- (v) No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived off and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates approved by Engineer-In-Charge, will be made within the period of Three months. The period of three months will be reckoned from the date of receipt of the bill in complete shape after necessary corrections / additional documents, by the Engineer-in-Charge.
- (vi) In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case and final measurements /bill within 30 days of foreclosure/ determination of contract, the EOT case and final bill will be prepared and decided by the department. The final bill shall only be paid after withholding amount equivalent to maximum compensation to be levied on the contractor.
- (vii) If the final bill, in complete shape, is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5% (five percent) per annum may be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor contains all the documents as mentioned in para - (iii) & (iv) above.

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

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

While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

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

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

The contractor, on signing an indenture in the form to be shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge/Project Manager, WAPCOS non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

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

The secure Advance shall be recovered as per consumption of material from the contractor which secure advance is given to the contractor. If any value of secure advance is remaining to recover, then it will be fully recovered after completion of 80% work of the Bided Value.

ii. MOBILISATION ADVANCE

On request of contractor, the Employer shall **make interest bearing advance payment** for mobilization of labour, stores and workshops including camps, labour sheds, machineries and construction plant, etc. for preliminary and enabling Works, after the signing of Contract agreement to the extent of 10 (ten) per cent of the Bided Value of an unconditional BG. Such BG shall remain effective until the advance payment has been fully repaid.

The aforesaid advance of 10 (ten) per cent shall be paid in two instalments, each of five per cent. The first one shall be paid on commencement of the work and on submission of unconditional BG in respect of the advance.

The second instalment shall be paid on certification by the engineer in charge for achieving a financial progress of 10 (ten) per cent of the Bided Value, as also provision of a BG by the contractor for this part of the advance. Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

The request of contractor for aforesaid mobilization advance will be considered within 3 (three) months from the commencement of work.

iii. INTEREST & RECOVERY OF MOBILISATION ADVANCE

The mobilization advance bears simple interest at the rate 10 % and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance.

Before any instalment of advance is released, the contractor shall execute a one single Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of mobilization advance and valid up to stipulated period of completion as mentioned in NIT. **This (Bank Guarantee**

from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first 10% of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment. Along with aforesaid condition of recovery of mobilization advance, if contractor wants to recover more or full mobilization advance from the interim bills, then accordingly mobilization advance may be recovered by Employer. The said request will be given by the contractor along with the interim bill to the Engineer-In-Charge. The Bank Guarantee will be returned after recovery of the mobilization advance against particular Bank guarantee.

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 BID – NOT APPLICABLE

CLAUSE 10CC: PAYMENT DUE TO INCREASE / DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 CA) AFTER RECEIPT OF BID 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, AND ORDERS

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

12.1 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, (ii) increase or decrease the quantity of any work included in the Contract, (iii) change the character or quality or kind of any such work, (iv) change any specified sequence, or timing of construction of any part of the Works and (v) 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, etc. 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 on which he agreed to do the main work.

No such variations shall in any way vitiate or invalidate the Contract, but the effect if any, of all such variations shall be valued in accordance with Clause – 12A.

Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

12.2 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.

12.3 The unit rate mentioned in Bill of Quantities (SoQ) for the individual items shall apply for the quantities mentioned in Bill of Quantities plus hundred percent (100%) of BoQ.

When such deviations exceed the above limit then the rates for such variations and the altered, additional and substituted item shall be determined in accordance with procedure indicated under clause-12A of Section-IV.

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

Clause 12A: Payments for Change of Scope (Variations):

The rates for extra / additional, substituted items and deviated items of Work as are required to be executed due to variations, as stated in Clause-12 above shall be payable in the manner as stated hereunder:

- 12A.1 In the case of extra item(s) (items that are completely new), which are Non-Scheduled Items (not available in the Delhi Schedule of Rates), the Contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices, vouchers etc. from Manufacturer's specification for the work failing which the rates approved by Engineer-in-Charge shall be binding and the Engineer-in-Charge shall within one month 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. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the time of commencement of execution of the item, where the work is to be executed, plus 15% percentage towards all overheads and profits.
- 12A.2 In case the extra item(s) or substituted item (s) being the Scheduled Item (Delhi Schedule of rates 2021), these shall be paid as per the Delhi Schedule of rates, 2023, including cost index taken as per BOQ of the contract plus/minus tender percentage with respect to estimated cost.
- 12A.3 In case the rate for the substituted item & agreement item (to be substituted) both are not existing in Delhi Schedule of Rate at which the Cost Estimates have been prepared, then the rate for the agreement item and substituted item shall be determined in the manner as mentioned in the following para:
- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
 - b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- 12A.4 The rate for deviated item(s) beyond the specified limit as mentioned in Clause 12.3 above shall be determined in the following manner:
- a) The deviated item that does not exist in Delhi Schedule of Rates, the same shall be determined in the manner specified in Clause 12A.1 above.
 - b) The deviated item that exists in Delhi Schedule of Rates, the same shall be paid as per the scheduled rate prevailing at time of execution of work.

Under no circumstances the Contractor shall at any stage, suspend the work on account of non-settlement on rates of such deviated, altered, additional or substituted items.

CLAUSE 13: FORECLOSURE OF CONTRACT - ABANDONMENT OR REDUCTION IN SCOPE

If at any time after acceptance of the bid, 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 bid 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 bided 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 13 A: CARRYING OUT PART WORK AT RISK AND 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 of contractor on account of loss or damage suffered by WAPCOS because of action under this clause shall not exceed 10% of the Contract Price.

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 14 - Pre-Construction Activities-NOT APPLICABLE

DELETED

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 UNIB 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: DEFECT LIABILITY PERIOD - CONTRACTOR LIABLE FOR DAMAGES AND DEFECTS

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 equipment/items shall be provided as per the manufacturer norms or up to 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.

17.1 During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost.

Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the Engineer-in-Charge. Contractor shall not be given any benefit of hindrance caused in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

17.2 During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 3 (three) years after the date of actual completion of work as recorded by the Engineer- in-Charge. The liability of contractor for defects and deficiencies may arise due to:

- a) Improper planning and design of the project, if in the scope of contract.
- b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.
- c) Improper upkeep & maintenance during construction of the work.
- d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.
- e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice. However, contractor need not wait for instructions/notice from Engineer-in-Charge for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to Engineer-in-Charge, to avoid any untoward incident.

17.3 Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

17.3.1 Structure design in the scope of contract

The contractor shall have obligation to rectify all defects in the structural elements or any other part of building/structure/road etc. due to design deficiency at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by the Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per the methodology duly approved by the Engineer-in-Charge.

17.3.3 Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per methodology duly approved by the Engineer-in-Charge.

17.4 Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

17.5 Contractor's failure to rectify defects as defined in the sub-clauses 17.1, 17.2, 17.3 & 17.4.

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the Engineer-in-Charge, the Engineer-in-Charge shall be entitled to get the same repaired, rectified or remedied at the contractor's cost and recover such amount from any dues like performance guarantee, security deposits etc. available with Engineer-in-Charge. Engineer-in-Charge may take action for debarment of contractor from bidding in the department by following due process. For inaction or failure to rectify the defects covered under sub clause 17.3 within specified time limit, the Engineer-in-Charge may also initiate legal and/or other actions under other applicable laws in addition to other remedies available in the contract.

CLAUSE 18: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in bid. 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 WORKMEN'S COMPENSATION

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

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

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, WAPCOS is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, WAPCOS will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the WAPCOS under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970,

WAPCOS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WAPCOS to the contractor whether under this contract or otherwise WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the WAPCOS full security for all costs for which WAPCOS might become liable in contesting such claim.

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 indemnify 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 materNIBy 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 bid. 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 unauthorisedly 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 bid 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 19L

Contribution of EPF and ESI

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

CLAUSE 20: MINIMUM WAGES ACT COMPLIANCE

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: QUALITY ASSURANCE AND SUPERVISION FOR EXECUTION PART of WORK

22.1 Quality of Materials and Workmanship

- (i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.
- (ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use

any materials which are generally recognized as being deleterious under Sound Engineering Practice.

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

22.2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

- (i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIB. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:
 - (a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.
 - (b) Internal quality audit system.
 - (c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
 - (d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
 - (e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.
 - (f) Check-list for various items and materials.
 - (g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer-in-Charge or his authorized representatives as specified in NIB. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in-Charge or his authorized subordinates as specified in NIB. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test -

- All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the Engineer-in-Charge. The contractor shall allow inspection of such records any time as desired by Engineer-in-Charge or his authorized representative.
- All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in-Charge. The test reports shall also be maintained in hard file.
- Contractor is responsible for maintenance and safe custody of all the test registers and test records.
- Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.
- All the Mandatory register to be maintained at site as per standard guidelines of CPWD Works manual, SOP and upto date guidelines amended time to time.

(v) **Maintenance of Material at Site (MAS) Register-**

MAS register of the key materials including Cement and Steel Registers shall be maintained in the proforma approved by Engineer-in-Charge. All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the Engineer-in-Charge. Contractor is responsible for maintenance and safe custody of MAS registers.

- (vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.
- (viii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.
- (ix) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer-in-Charge.

22.3 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the Engineer-in-Charge may require for review and approvals in accordance with Clause 10A of GCC before actual use.

22.4 Test

- (i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:
 - a) Contract provisions.
 - b) CPWD specifications.
 - c) BIS codes.
 - d) IRC codes.
 - e) MoRTH Specifications.
 - f) International Codes.
 - g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs/NIBs and other approved laboratories by the Engineer-in-Charge for testing of materials

- (ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall witness or participate during the testing as specified in NIB. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.
- (iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

22.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by Engineer-in Charge.

The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc.

The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the Engineer-in-Charge for review, the method statements proposed to be adopted for executing the various items of work. The Engineer-in-Charge shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

22.6 Inspection & review by the Engineer-in-Charge and External Audit.

The Engineer-in-Charge, his authorized subordinates, senior officers of department, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like CTE or TE, Third Party Quality assurance agency, WAPCOS team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under.

Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

22.7 Inspection of records

The Engineer-in-Charge or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

22.8 Inspection of Works

- (i) The Engineer-in-Charge and his authorized subordinates shall at all times;
 - (a) Have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and
 - (b) During production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.
- (ii) The Contractor shall give the Engineer-in-Charge and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

22.9 Examination of work before covering up/ Test Check of item of Work

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in- Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

22.10 Rejection

- (i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.
- (ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineer- in-Charge from any amount due to be paid to the Contractor.
- (iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.
- (iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

22.11 Remedial work

- (i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:
 - (a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.
 - (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.
- (ii) If the Contractor fails to comply with the instructions issued by the Engineer-in- Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

22.12 Quality Control Records

The Contractor shall hand over authenticated copy of all its quality control records and documents to the Engineer-in-Charge before the Completion Certificate is issued.

22.13 Video recording

During the Construction Period, the Contractor shall provide to the Engineer-in-Charge for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, sub titles, etc. spread over the quarter. The video recording shall be provided to the Engineer-in-Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

22.14 Suspension of unsafe Construction Works

- (i) Upon recommendation of the Engineer-in-Charge to this effect, or on his own volition in cases of emergency or urgency, the Engineer-in-Charge may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of Engineer-in-Charge, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Engineer-in-Charge may suo-moto issue the notice referred to hereinabove.
- (ii) The Contractor shall, pursuant to the notice under above para, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer-in-Charge and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project. The Contractor by notice require the Engineer-in-Charge to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the Engineer-in-Charge shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and reasonable and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.
- (iii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of Engineer-in-Charge suspension is on account of reasons attributable to the contractor.
- (iv) If suspension of Work is for reasons not attributable to the Contractor, the Engineer-in-Charge shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

22.15 Online maintenance of Site records including testing records.

- (i) The Engineer-in-Charge may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the Engineer-in-Charge shall be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module then contractor shall comply with this.

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 — STRUCTURAL SOUNDNESS OBLIGATION - Deleted

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 AND ARBITRATION

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 convenient, 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 (eg., 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)

25.2.1a. 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.

25.2.1b. 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.

25.2.1c. EIC's Decision: The EIC shall examine the matter, including through joint site verification of expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

25.2.1d. Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II 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)

25.2.2a 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.

25.2.2b. 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.

25.2.2c. 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 MANDATORY PRE-LITIGATION MEDIATION

25.2.3a. 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.

25.2.3b. 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.

25.2.3c. 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.

25.2.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

25.2.4a. 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.

25.2.4b. Mandatory Pleadings: Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.

25.2.4c. 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.

25.2.4 GENERAL PROVISIONS

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

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

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

CLAUSE 26: CONTRACTOR TO INDEMNIFY EMPLOYER AGAINST PATENT RIGHTS

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

CLAUSE 27: WITHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or WAPCOS till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- a) **WAPCOS or its nominated Representatives** 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.
- b) 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 28: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the WAPCOS or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or WAPCOS or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the WAPCOS or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or the WAPCOS or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 29: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

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

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

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to WAPCOS a sum calculated at the rate of Rs.100/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

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

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

CLAUSE 30: 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 Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
- (iii) The water charges @ 1 % on bided 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 Tube wells in the proposed land for Construction for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and

subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 31: HIRE OF PLANT & MACHINERY

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

CLAUSE 32: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. As per bided amount (worked out on the basis of quoted rate of individual items) and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Operative Schedule. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Operative Schedule/ Special Conditions of Contract.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the bid accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in- charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Operative Schedule and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable

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

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

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

CLAUSE 33: LEVY/TAXES PAYABLE BY CONTRACTOR

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this Contract shall be payable by the Contractor and WAPCOS shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- (ii) The Contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the WAPCOS and does not any time become payable by the Contractor to the State Government, Local authorities in respect of any material used by the Contractor in the works, then in such a case, it shall be lawful to the WAPCOS and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.
- (iii) The Current rate of GST @18% is included in the Estimated Cost put to bid. However, in case of any changes in GST rate on Work Contracts, the same shall be paid/ deducted accordingly as per prevailing GOI Norms. No additional claim by the contractor shall be entertained except for above.

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

- (i) All bided rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of bid including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.
However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works Contract shall be adjusted on side, increase or decrease.
Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of bid including extension if any, any increase shall be reimbursed to the Contractor only if the Contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of Contract for which the Contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (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 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, in case of Individual/ Sole Proprietorship, 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 BID

The contractor shall not be permitted to bid 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 bidding in WAPCOS any breach of this condition.

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

CLAUSE 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 bid or engagement in the contractor's service, as the case may be.

CLAUSE 38: THEORETICAL CONSUMPTION OF MATERIAL

- i. After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:
 - a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in- Charge, including authorized lappages,

- chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
- c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- d) For any other material as per actual requirements.
Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Operative Schedule F or non-scheduled items, the decision of the WAPCOS/ PMC regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor
- ii. The said action under this clause is without prejudice to the right of the WAPCOS/ PMC to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications

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 by the Engineer-In-Charge upto Rs. 2,00,000/- and by the next higher officer 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 bided for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

CLAUSE 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

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work and after completion of defect liability period whichever is later or specified otherwise in the contract.

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

CLAUSE 42: INSURANCE

1. Requirements

Before commencing execution of works, unless stated otherwise in the special conditions of contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

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

2. Policy in Joint Names of Contractor and Employer

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

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

3. Currency of Policy

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

CLAUSE 43: 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 bid, 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 bid. They shall also give details of the location(s) at which the local value addition is made.
- ii. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

CLAUSE- 44: 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 bid only if the bidder is registered with the Competent Authority.
- ii. The 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 or 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 45: PAYMENT

1. “The Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Office of Development Commissioner, Ministry of Textile, New Delhi being Principal Employer/Owner/Client and Contractor. 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 21 days subject to receipt of payment Office of Development Commissioner, Ministry of Textile, New Delhi being Principal Employer/Owner/Client. The Contractor also unconditionally agrees that in the event the payment or part thereof, under the present Contract is not received from Office of Development Commissioner, Ministry of Textile, New Delhi, 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.”

2. The percentage of contract rates for the various items, wherein Supply, Installation, Testing, Commissioning (i.e. SITC) are involved in the Bill of Quantities, shall be payable against the following stage of work:

Sl. No.	Stage of work	%age of Quoted Rate for Item
a)	On initial inspection of materials (as applicable) and delivery at Site in good condition	70%
b)	On completion of installation/ erection	20%
c)	On completion of Testing and Commissioning, as applicable	10%

3. Contractor's Application for Payment

From the date of issue of the Notice to Proceed, on the 5th (fifth) Business Day of any month, the Contractor may submit a Request for Payment, to WAPCOS 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; and
- (iii) Any amounts to which the Contractor considers are due and payable to it in accordance with the provisions of the Contract.

4. The Contractor's Request for Payment shall:

- (i) be prepared on forms in the form and in a number advised by WAPCOS Representative; and
- (ii) contain confirmation of the relevant Milestone Events which, in the opinion of the Contractor have been achieved in that month which applies to each such Milestone Event; and
- (iii) be accompanied by:
 - (a) Copy of relevant records of measurement of works, jointly taken and signed by both the parties;
 - (b) A status report describing in such detail as may reasonably request, the percentage of any uncompleted Milestone Event for the month in question and the work to be undertaken by the Contractor prior to the next Request for Payment;
 - (c) Certification by PMC/ WAPCOS 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 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.

5. Certificates of Payment

Within [21 (Twenty-One)] Business Days of receipt of the Contractor's Request for Payment under Clause 48(2) [Contractor's Application for Payment], WAPCOS & its Representative shall review such request and, shall issue to the Contractor, a Certificate of Payment certifying what amounts WAPCOS shall pay. Each Certificate of Payment shall be for an amount which in the opinion of WAPCOS, 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) Security Deposit.

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

No sum shall be included in the Certificate of Payment in respect of Materials yet to be incorporated into the Permanent Works unless the WAPCOS 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, and such records are available for inspection by the WAPCOS; 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 to withhold payment to the Contractor, WAPCOS/ PMC Representative may withhold from any payment due to the Contractor such amount as WAPCOS/ PMC Representative deems reasonably necessary or appropriate:

- (i) if in the opinion of the WAPCOS/ PMC Representative the progress of the Works at the time of the Request for Payment is behind the progress of the Works as set out in the Programme; and/or
- (ii) to protect it from any losses, expenses, costs or liability because of any one or more of the following reasons:
 - (a) defects and deficiencies in any Works, whether or not payment has been made;
 - (b) unsatisfactory performance of the Contract;
 - (c) the filing of third party claims relating to the Works or any of its commitment parts for which the

- Contractor is liable;
- (d) the Contractor's failure to make payments to Subcontractors;
 - (e) failure by the Contractor to provide or procure replacement Performance Security in accordance with the Contract;
 - (f) failure by the Contractor to provide evidence of insurance coverage in accordance with the Contract;
 - (g) reasonable evidence that Completion will not occur by the Time for Completion;
 - (h) any overpayments made by WAPCOS 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's instruction. If the WAPCOS issues no such instruction, the Provisional Sum Works shall not form part of the Works and the Contractor shall not be entitled to payment for it. The Contractor shall be deemed to have allowed the necessary time and resources to enable design and Execution of the Provisional Sum Works in so far as the scope and nature of the Provisional Sum Works was reasonably foreseeable.

The Contractor shall be entitled only to such amount in respect of the Provisional Sum Works as the WAPCOS determines in accordance with this Clause 48(3). The WAPCOS shall notify the Contractor of any such determination. The WAPCOS 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.

The Contractor shall produce to the WAPCOS 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 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).

SECTION V - SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.0 Definitions - Modifications to GCC

GCC Ref.	Parameter	SCC Value
2(xv)	Market Rate - overhead and profit %	15% (Fifteen Percent) on cost of materials and labour
2(xvi)	Schedule of Rates	Plinth Area Rates-2025 with up-to- date correction slips and Cost Index, Delhi Schedule of Rates2023 (Civil) with up-to-date correction slips and Cost Index, Delhi Schedule of Rates-2025 (E&M) with up-to-date correction slips and Cost Index CPWD DSR for Horticulture/Landscaping Works

2.0 Standard SCC Clause Table

GCC Clause	Subject	SCC Value / Modification
Clause 1	Performance Security deadline	<p>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 Awarded Value:</p> <ul style="list-style-type: none"> 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. <p>b) The bidder quoting below Minus (-) 10% of the estimated cost put to bid shall submit the additional performance guarantee of amount equal to the percentage of quoted amount by which the bidder has quoted below -10% of the estimated cost. For example: if the bidder quotes -10% of the estimated cost, then no additional performance guarantee is required. If the bidder quotes -11% 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 -12% of the estimated cost, then the bidder has to submit additional performance guarantee equal to 2% of the 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.</p>

		<p>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.</p> <p>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.</p>
Clause 2	LD rate	0.50% of accepted bid value of work per week of delay computed on daily basis. The milestones and the payment to be withheld is mentioned in the table of milestones below.
Clause 3	Cure period before Determination	7 days as per GCC; 28-day notice for sustained LD-default-based termination
Clause 10B	Mobilisation Advance	10% of Bided Value in 2 equal instalments of 5% each; BG for 110% of advance mandatory (With simple interest at the rate 10 %)
Clause 10B	MA Recovery start	Recovery of Secured Advance: Recovery shall be made by the deduction from the contractor's bills commencing after first 10% of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid.
Clause 10CC	Price escalation	Not Applicable
Clause 11	Specifications to be followed for execution of work	<p>(1) Technical specifications (Particular Specifications) included in this Bid document,</p> <p>(2) CPWD Specifications 2019, Volume-I and II and DPAR-2025 with correction slips upto last date of submission of bid and manufacturer's specification.</p> <p>(3) CPWD General Specification: For electrical Works with correction slips up to last date of submission of bid.</p> <p>a. Part I Internal 2013 with correction slips up to last date of submission of bid.</p> <p>b. Part II (External) 1994</p> <p>c. Part III – Lifts & Escalators) – 2003</p> <p>d. Part IV (Sub Station) 2013</p> <p>e. Part V (Wet Riser & Sprinkler system) 2020</p> <p>f. Part VI Fire Detection and Alarm System 2018</p> <p>g. Heating, Ventilation & Air Conditioning (HVAC)– 2017</p> <p>(4) CPWD Handbook on Safety, Health and Environment</p> <p>(5) CPWD Manual on Accessible Built Environment 2019.</p>
Clause 12	Additional Clause-1	The Contractor shall periodically submit Running Account (RA) bills for the gross work done not be less than Rs 50.00 Lakhs for works. 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

	Minimum Amount of Running Account Bill	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 WAPCOS.
Clause 17	DLP duration	12 months from issue of Taking Over Certificate by Principal Employer
Clause 19	ESI/EPF reimbursement	WAPCOS shall reimburse ESI/EPF to Contractor on actual proof of payment to beneficiary accounts — maximum 4% of Awarded Cost

Clause 32

Requirement of technical representative(s) and recovery rate

S. No.	Designation	No.	Rate of Recovery
A	Core Team		Rs 50,000/ month
1	Project Manager	1	Rs 35,000/ month
2	Exhibition Curator	1	Rs 20,000/ Month
3	Design Coordination Lead	1	
4	Graphic Designer	1	
5	MEP Engineer	2	Rs 15,000/Month /Engineer
6	Site Engineer (Civil)	1	Rs 15,000/Month

Note: *here means the staff highlighted shall be deployed as per the start of the specific activity. The EPC Contractor to submit a manpower deployment schedule in accordance with detailed Program Chart after award of work.

Note:

- 1) Team Leader should not preferably be changed till the contract period is over & He / She should be deployed from the first day of the execution of contract.
- 2) The manpower proposed to be deployed on a full-time basis on site for proper and effective monitoring and shall be approved from WAPCOS/ PMC before deployment on site.
- 3) The above said manpower is minimum requirement for technical staff from the Contractor and shall not be limited to the same.
- 4) For any absenteeism of the aforesaid respective manpower during the execution of the contract period, the Contractor to make sure the necessary alternative without any absenteeism. Any absenteeism more than a week shall be liable to penalize as per the recovery rate.
- 5) In case of Poor performance of any of the aforesaid manpower, action shall be taken by Authority Engineer as directed by WAPCOS.

3.0 Additional Conditions of Contract

1 Specifications & Order of preference

- a) Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol. I & II” with up-to-date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

- b) The several documents forming the bid are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.
- c) If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
- (i) The Detailed Scope of Work mentioned in Volume-IV
 - (ii) Particular Specifications, Special Conditions and Additional conditions, if any.
 - (iii) Bid Drawings.
 - (iv) CPWD Specifications.
 - (v) General conditions of contract
 - (vi) Indian Standard Specifications of B.I.S., IGBC/ GRIHA Norms, ECBC & NBC Norms with latest circulars/up to date correction slips.
 - (vii) Manufacturers' specifications & as decided by Engineer-in-charge.
 - (viii) Sound Engineering practices.

In the event of any variation/ discrepancy in the drawings, specifications and bid documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement

- d) Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of bids. The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.

2 Scope

- a) The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.
- b) The works to be undertaken by the contractor shall inter alia include the following:
- Obtaining of Statutory permissions wherever applicable and required.
 - Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
 - Warranty obligation for the equipment and/or fittings/fixtures supplied by the contractor.
- c) Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order for any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.
- d) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.
- e) The Contractor shall be solely responsible for carrying out all enabling, temporary, ancillary, and incidental works required for the proper execution and completion of the items specified in the Bill of Quantities (BoQ). Such works shall include, but shall not be limited to, scaffolding,

centering, shuttering, dismantling, site preparation, cleaning, degreasing, safety arrangements, barricading, warning signage, protection of existing floors and finishes, collection, handling, transportation, and disposal of debris with all leads and lifts, and any minor repair or making-good works necessary for the satisfactory completion of the contract.

- f) The rates quoted in the BoQ shall be deemed to be inclusive of all costs associated with the above activities, including labour, materials, equipment, tools, consumables, transportation, statutory compliance, and all incidental expenses. No extra payment or separate claim on account of such enabling or ancillary works shall be entertained, and no additional payment shall be made over and above the accepted BoQ rates.

3 Deployment of Technical staff & skilled labour:

- a) 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.

The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision-making powers shall be available to the representatives of the contractor at site itself to avoid any likely delays on this account. The contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better-experienced staff at site to complete the work with quality and in stipulated time limit. The Project Manager of the contractor along with all technical staff as mentioned in the clause 32 of the GCC, shall always be available at the site during execution of work.

- b) The contractor shall deploy the resources at site to start the construction after clearance from the Employer of the project and subsequent written approval from WAPCOS/ PMC. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works.
- c) Since the Buildings are to be constructed in Phase wise manner as per the availability of Campus and in view of the operational issues of the running campus, the contractor is expected to mobilize the resources for only the quantum of works for which the Notice of commencement is issued to the contractor. No claim for idle labour, idle machinery, idle technical / non-technical staff, idle T&P for part of scope for which the notice for commencement is not issued shall be accepted.
- d) If any dispute/ hindrance may arise during construction due to any reason whatsoever, the contractor is not liable for any financial claim or damages due to such circumstances.

4 Removal of Machinery, Tools & Equipment:

Removal of machinery, tools & equipment shall be allowed to be moved away from the site only when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.

5 Site condition:

The bidder shall acquaint himself with the site of work and see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

6 Precautionary measures:

- a) Temporary barricading shall be provided at Site by the contractor at their own cost. The barricading physically define the boundaries of the plot for restricted entry to only those involved in the work and also to prevent any accident and also not causing any inconvenience to the traffic. The barricading panels shall be painted and "WAPCOS" mark should be made in suitable size, shapes and number as directed by Engineer-in-charge without any extra cost. It shall be dismantled and taken away by the contractor after completion of the work at his own cost with the permission of Engineer-in-charge.
- b) Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost. The contractor shall take all precautions to prevent his workmen and employees from removing and damaging any Flora (plant/vegetation) from the campus/site.
- c) The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work. In case of any accident of the labourers/contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
- d) The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- e) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done to property, the same shall be made good by the contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to occupants and also to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Failing to which the damage to property will be made good by the Engineer-in-charge at the risk and cost of the contractor. The risk and cost amount will be recovered from the next Running account bill of the contractor. Further, the contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings.
- f) No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their bids. Nothing extra shall be payable on this account.

7 General cleanliness of the site and Stacking & Storage of Materials:

- a) The site of work shall be always kept clean in general strictly adhering to approved job layout and green building parameters. The Contractor shall take all care to prevent any water- logging at site. The waste water shall not be allowed to be collected at site. It may be directly pumped into the public drainage system with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from concerned authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way

that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

- b) The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services, etc., are to be constructed.
- c) For construction works which are likely to generate malba/rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped even temporarily, outside the construction premises.
- d) The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft, etc., at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

8 Lab Equipment:

The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account. A site laboratory with the minimum equipment as specified in the NIB shall be established, made functional and maintained within 90 days from the award of the work without any extra cost to the department.

9 Setting Out

- a) The Contractor shall be responsible for carrying out a detailed site survey of the existing building and work areas before commencement of the works. The Contractor shall verify all existing dimensions, levels, locations, structural elements, services, and other site conditions with reference to the approved drawings and shall immediately report any discrepancies, omissions, or inconsistencies to the Engineer-in-Charge prior to commencement of the respective works. Commencement of any work shall be deemed to constitute acceptance of the existing site conditions, except for discrepancies duly brought to the notice of the Engineer-in-Charge in writing.
- b) The Contractor shall establish and maintain all necessary reference points, grid lines, centre lines, control points, bench marks, and levels required for accurate execution of the works. Setting out of all architectural, interior, exhibition, façade, MEP, and associated works shall be carried out using Total Station Survey Instruments or other equivalent modern surveying equipment. No extra payment shall be admissible on this account.
- c) All setting out shall be carried out in strict conformity with the approved Good for Construction (GFC) drawings and in coordination with the Architect and the Engineer-in-Charge. In case of any discrepancy between the drawings and actual site conditions, the Contractor shall immediately notify the Engineer-in-Charge and shall not proceed with the affected work until appropriate instructions are issued.
- d) The Contractor shall be solely responsible for the correctness of all alignments, dimensions, levels, verticality, positioning, and setting out of every component of the works. Approval or verification of setting out by the Engineer-in-Charge shall not relieve the Contractor of this responsibility. Any errors, deviations, or defects arising from incorrect setting out shall be rectified by the Contractor at their own cost to the satisfaction of the Engineer-in-Charge.
- e) The Contractor shall ensure adequate protection and preservation of all existing structural members, architectural finishes, utilities, fixtures, services, and permanent reference points during execution.

Any damage caused to existing works due to incorrect setting out or execution shall be made good by the Contractor at no additional cost to the Employer.

- f) Wherever required, the Contractor shall establish and maintain temporary and permanent bench marks and reference points throughout the execution period. These shall be periodically checked and verified by the Engineer-in-Charge or his authorised representative. No extra payment shall be made for establishing, maintaining, or protecting such reference points.
- g) The Contractor shall prepare and submit detailed setting-out drawings, coordinated layouts, and shop drawings, wherever required, for review and approval by the Engineer-in-Charge and the Architect before commencement of the respective works. Such review shall not absolve the Contractor of responsibility for the accuracy of the setting out or execution.

10 Temporary Water, Electricity & Telephone Connections:

- a) The Contractor shall make all necessary arrangements, at its own cost, for temporary water supply, electricity, lighting, and other utilities required for execution of the works. Wherever temporary connections are required, the Contractor shall obtain the necessary permissions from the concerned authorities and bear all charges, deposits, installation costs, consumption charges, and other incidental expenses. Nothing extra shall be payable on this account.
- b) In case temporary electricity or water supply is made available by the Principal Employer, the Contractor shall use the same judiciously and shall bear the applicable consumption charges, if recoverable, as determined by the Engineer-in-Charge. The Contractor shall make suitable standby arrangements, including DG sets or other approved backup systems, wherever necessary to ensure uninterrupted execution of the works. No claim on account of power failure, interruption of water supply, or non-availability of utilities shall be entertained.
- c) The Contractor shall arrange, at its own cost, all utilities required for testing, commissioning, and trial operation of electrical installations, lighting systems, AV systems, digital installations, fire-fighting systems, plumbing works, drainage systems, waterproofing, and all other services forming part of the Contract. Nothing extra shall be payable on this account.
- d) The Contractor shall be responsible for the installation, operation, maintenance, security, and protection of all temporary utility connections, meters, cables, pipelines, distribution systems, and associated equipment provided for execution of the works. The Contractor shall indemnify the Employer against any loss, damage, theft, misuse, penalty, or statutory liability arising out of such arrangements.
- e) The Contractor shall comply with all applicable statutory requirements relating to temporary utility connections, electrical safety, environmental protection, pollution control, and fire safety during the execution of the works. Any approvals, permissions, or clearances required from the concerned authorities shall be obtained by the Contractor at its own cost.
- f) Upon completion of the works, the Contractor shall remove all temporary installations and restore the affected areas to their original condition or as directed by the Engineer-in-Charge, without any additional cost to the Employer.

11 Supply of Water for Construction Purpose

- a. The Contractor shall make all necessary arrangements, at its own cost, for supply of water required for construction, installation, testing, commissioning, curing, cleaning, and all other activities necessary for execution of the works. Nothing extra shall be payable on this account.
- b. Water used for construction shall conform to the relevant IS Codes and CPWD Specifications. If directed by the Engineer-in-Charge, the Contractor shall arrange testing of the water through an approved laboratory at its own cost and, if found unsuitable, shall arrange an alternate source without any additional cost to the Employer.
- c. The Contractor shall ensure judicious use of water and provide suitable storage arrangements. Wastage, contamination, and pollution of water shall be strictly avoided. Separate arrangements

for potable drinking water for the Contractor's personnel shall be made by the Contractor at its own cost.

12 Monthly Bill of Electric & Water Department

- a. The Contractor shall make all necessary arrangements for temporary electricity and water required for execution of the works at its own cost and shall bear all installation, consumption, and other incidental charges.
- b. In case the Contractor is permitted to utilize the existing electricity and/or water supply available at the project site, the Contractor shall bear the consumption charges, as determined by the Engineer-in-Charge, which shall be recovered from the Contractor's bills or paid directly to the concerned authority, as applicable.
- c. The Contractor shall bear all electricity and water charges incurred during execution, testing, commissioning, trial runs, and up to the date of handing over of the completed works. No extra payment shall be admissible on this account.

13 Architectural, Interior, Exhibition & Service Drawings

- a) The approved Concept Layout Plan forms the basis of execution of the Project. The detailed Good for Construction (GFC) drawings, architectural drawings, interior layouts, elevations, sections, façade details, exhibition layouts, thematic display layouts, art installation details, signage layouts, digital display layouts, MEP drawings, and other related drawings shall be prepared and issued by the Architect/Consultant appointed by WAPCOS Limited from time to time. The Contractor shall execute the works strictly in accordance with the latest approved drawings and instructions issued by the Engineer-in-Charge and the Architect.
- b) The Contractor shall prepare and submit, wherever required, detailed shop drawings, fabrication drawings, coordination drawings, working drawings, installation drawings, as-built drawings, and drawings for exhibition systems, display units, custom furniture, art installations, signage, AV systems, digital installations, MEP coordination, and other specialized works for review and approval by the Engineer-in-Charge and the Architect before commencement of the respective works. Review or approval of such drawings shall not relieve the Contractor of its responsibility for the correctness, quality, stability, functionality, or execution of the works.
- c) Before commencement of any activity, the Contractor shall thoroughly study and coordinate all architectural, interior, exhibition, façade, structural, electrical, plumbing, fire-fighting, HVAC, AV, ICT, and other relevant drawings. Any discrepancy, omission, conflict, or inconsistency observed between the drawings, specifications, BOQ, or actual site conditions shall immediately be brought to the notice of the Engineer-in-Charge for clarification. No work affected by such discrepancy shall be undertaken without obtaining written instructions.
- d) The Contractor shall be responsible for ensuring proper coordination among all trades and specialized agencies engaged for execution of the works. Any loss, damage, rework, delay, or additional cost arising out of failure to coordinate drawings or incorrect interpretation thereof shall be entirely borne by the Contractor. No claim on this account shall be entertained.
- e) The drawings, layouts, dimensions, levels, and other information provided by the Employer are intended solely for execution of the Project. The Contractor shall verify all dimensions and site conditions before execution and shall satisfy itself regarding the adequacy and applicability of the drawings. Written dimensions shall prevail over scaled measurements in the drawings. In case of any discrepancy, the decision of the Engineer-in-Charge shall be final and binding.

14 Scaffolding, Staging & Access Arrangements:

- a) The Contractor shall provide, erect, maintain, and remove all scaffolding, staging, working platforms, ladders, lifting arrangements, safety nets, barricading, and other temporary access systems required for execution of façade works, architectural finishes, exhibition installations, thematic interiors, MEP services, lighting, AV systems, signage, art installations, and all other works under the Contract. All such arrangements shall conform to the applicable BIS Standards, safety regulations, and the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account.
- b) Wherever required, the Contractor shall submit shop drawings and methodology for specialized scaffolding, staging, or temporary support systems for review by the Engineer-in-Charge prior to commencement of the respective works. Approval of such drawings shall not relieve the Contractor of its responsibility for the adequacy, stability, and safety of the temporary works.
- c) The Contractor shall ensure that the scaffolding and access arrangements do not damage the existing building, finishes, utilities, landscape, or any other permanent works. Any damage caused during execution shall be rectified by the Contractor at its own cost to the satisfaction of the Engineer-in-Charge.

15 Co-operation & Co-ordination with other agencies:

- a) The Contractor shall plan, schedule, and execute the works in close coordination with MoT, WAPCOS, the Architect/Design Consultant, the Engineer-in-Charge, and other agencies, if any, engaged by the Employer. The Contractor shall ensure that its activities do not hinder or interfere with the progress of any other work at the project site.
- b) The Contractor shall coordinate all civil, interior, façade, exhibition, MEP, AV, digital, signage, landscaping, and other allied works falling within the scope of this Contract to ensure proper sequencing, integration, and timely completion of the Project.
- c) The Contractor shall provide all necessary openings, sleeves, inserts, embedments, supports, fixing arrangements, access, and other interface requirements required for execution of the works in accordance with the approved drawings and specifications, without any additional cost to the Employer.
- d) The Contractor shall prepare coordinated work schedules and execution plans in consultation with the Engineer-in-Charge and the Architect and shall promptly comply with their instructions for effective coordination of the Project.
- e) In the event of any coordination issue or dispute affecting execution of the works, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

16 Procurement, Fabrication & Material Management

- a) The Contractor shall procure all materials, equipment, fittings, fixtures, fabricated items, exhibition components, AV and digital systems, signage, art installations, and other materials required for execution of the Project in accordance with the approved work programme. Materials shall be brought to site only after obtaining approval of the Engineer-in-Charge and shall be stored in an orderly and secure manner. Materials not required for immediate use may be directed to be removed or shifted at the Contractor's cost.
- b) The Contractor shall ensure timely procurement of all materials having long manufacturing or delivery periods so that the progress of the works is not affected. All materials shall be submitted for approval, inspection, testing, and sample verification, wherever applicable, sufficiently in advance before incorporation into the works. No delay on account of procurement, approvals, or testing shall be considered a valid ground for extension of time.
- c) The Contractor shall ensure timely procurement, fabrication, quality inspection, transportation, and installation of all custom-fabricated components, including but not limited to exhibition display systems, thematic interior elements, art installations, sculptures, signage, custom furniture, display units, feature elements, and other specialized items. The Contractor shall prepare and submit a detailed procurement and fabrication schedule for such items to the Engineer-in-Charge within the

stipulated time and shall ensure that manufacturing and installation activities are carried out in accordance with the approved project schedule so that overall progress of the works is not affected.

17 Protection of Existing Services & buildings and Materials:

- a) The Contractor shall take all necessary precautions to protect the existing building, structural members, architectural finishes, flooring, façade, utilities, electrical installations, plumbing, fire-fighting systems, HVAC services, communication networks, landscape features, and all other existing assets within and around the project site during execution of the works. Any damage caused due to the Contractor's operations shall be made good by the Contractor at its own cost to the satisfaction of the Engineer-in-Charge.
- b) Existing utility services such as electrical cables, water supply lines, drainage lines, sewer lines, fire-fighting networks, communication cables, and other services encountered during execution shall be adequately protected. Where temporary diversion, relocation, or protection of any service becomes necessary for execution of the works, the Contractor shall carry out the same only after obtaining approval from the Engineer-in-Charge and without causing interruption to the functioning of the existing facilities, unless otherwise permitted.
- c) The Contractor shall provide adequate protection to all completed works, custom-fabricated items, exhibition components, thematic installations, art installations, sculptures, signage, AV equipment, digital systems, furniture, fixtures, and all materials stored at site against damage, theft, deterioration, weather, dust, moisture, or any other cause until final handing over of the Project.
- d) Any article of archaeological, historical, cultural, or other value discovered during execution shall immediately be brought to the notice of the Engineer-in-Charge. Such articles shall remain the property of the Government, and the Contractor shall comply with the instructions issued by the Engineer-in-Charge and the applicable statutory provisions.
- e) The Contractor shall remain fully responsible for the safe custody, security, and preservation of all materials, equipment, fabricated components, and completed works brought to or executed at the site until the Project is formally taken over by the Employer. No extra payment shall be admissible on this account.

18 Rates and other conditions for payment

The percentage quoted by the Contractor shall be deemed to include all costs necessary for complete execution, testing, commissioning, and handing over of the works in accordance with the Contract Documents, Specifications, approved drawings, and directions of the Engineer-in-Charge, including but not limited to the following:

- a) All labour, materials, consumables, equipment, machinery, tools and plants, transportation, loading, unloading, storage, handling, fabrication, installation, testing, commissioning, protection, cleaning, and all incidental operations required for complete execution of the works.
- b) Site establishment, setting out, temporary works, barricading, signage, safety arrangements, traffic management (where required), labour welfare measures, housekeeping, watch & ward, protection of existing building, services, finishes and completed works until handing over.
- c) Procurement, fabrication, transportation, storage, assembly and installation of all specialized components including exhibition systems, thematic interiors, custom furniture, display units, sculptures, art installations, signage, façade elements, lighting fixtures, AV systems, digital installations, holographic systems, graphics and all associated accessories required for completion of the Project.
- d) Preparation of samples, mock-ups, shop drawings, fabrication drawings, coordination drawings, working drawings, as-built drawings, operation manuals, warranties, training of Client's personnel

(where applicable), testing, commissioning and obtaining approvals from the Engineer-in-Charge before execution.

- e) Temporary electricity, water supply, communication facilities, storage yards, fabrication facilities, site offices, labour amenities, lifting arrangements, scaffolding, staging, access platforms and all temporary infrastructure required for execution of the works.
- f) Protection of all existing structures, utilities, landscape, architectural finishes, completed installations and materials during execution. Any damage caused shall be rectified by the Contractor at its own cost.
- g) Execution of the works during day or night shifts, weekends, holidays or in restricted working hours, wherever required for maintaining project schedule or minimizing disruption to the functioning of the premises. No additional payment shall be admissible on this account.
- h) All statutory approvals, permits, licences, fees, testing charges, inspection charges, royalties (where applicable), labour cess, GST, taxes, duties, levies and other statutory liabilities payable in connection with execution of the work, except those specifically stated to be borne by the Employer under the Contract.
- i) The Contractor shall comply with all applicable Central Government, State Government, Local Authority and statutory regulations including labour laws, safety regulations, environmental requirements, fire safety requirements and other applicable provisions. Any liability arising due to non-compliance shall be borne solely by the Contractor.
- j) The Contractor shall adequately protect the works against rain, dust, moisture, theft, vandalism, accidental damage and any other cause until the Project is successfully handed over. No additional payment shall be admissible on this account.
- k) The Contractor shall remain responsible for the safety, security and preservation of all materials, equipment, fabricated components, machinery, tools & plants and completed works brought to or executed at the site until issuance of the Completion Certificate and handing over of the Project.
- l) The Contractor shall indemnify the Employer and WAPCOS Limited against all claims, damages, losses, patent rights, copyrights, design rights, trademarks, third-party claims and liabilities arising out of execution of the works.
- m) The Employer's contribution towards EPF and ESI, wherever applicable under the Contract, shall be reimbursed to the Contractor on actual basis upon submission of documentary proof of payment, in accordance with the applicable Government rules and the Conditions of Contract.

19 Foreign Exchange:

- a) No foreign exchange shall be made available by the Employer for procurement of any imported materials, equipment, systems, components, fixtures, fittings, software, or any other item required for execution of the work. The Contractor shall make its own arrangements for procurement of such items, if required.
- b) The Contractor shall be deemed to have taken into account all costs associated with imported materials and equipment, including customs duty, freight, insurance, port handling charges, taxes, statutory levies, exchange rate fluctuations, and all other incidental expenses while quoting for the Tender. No claim whatsoever on account of variation in foreign exchange rates or import-related costs shall be entertained during the currency of the Contract.

20 Tools & Plant:

- a. The Contractor shall, at its own cost, arrange and maintain all tools, plants, machinery, equipment, lifting devices, testing instruments, scaffolding, access platforms, fabrication equipment, transportation vehicles, specialized installation equipment, safety devices, and all other resources required for proper execution, testing, commissioning, and handing over of the works. No tools, plants, machinery, or equipment shall be supplied by the Employer or WAPCOS Limited.
- b. The Contractor shall ensure that all tools, plants, machinery, and equipment deployed at site are of adequate capacity, in good working condition, and comply with the applicable statutory safety requirements. Any delay or hindrance arising out of non-availability, breakdown, or inadequacy of such resources shall be the sole responsibility of the Contractor, and no extension of time or additional payment shall be admissible on this account.

21 As Built & Service Drawings:

- a) In accordance with Clause 8A of the General Conditions of Contract (GCC), the Contractor shall submit four (4) hard copies and one (1) editable soft copy and one (1) PDF copy of the complete As-Built Drawings within thirty (30) days from the date of completion of the work or before issue of the Completion Certificate, whichever is earlier.
- b) The As-Built Drawings shall include, but not be limited to, architectural works, interior layouts, façade works, exhibition and display layouts, thematic installations, custom furniture, signage, art installations, electrical works, lighting systems, plumbing, fire-fighting systems, HVAC (where applicable), AV systems, digital display systems, networking/ICT infrastructure, and all other services executed under the Contract.
- c) The Contractor shall also submit Operation & Maintenance (O&M) Manuals, equipment catalogues, manufacturer's warranties, test certificates, commissioning reports, asset schedules, and any other documents required for proper operation and maintenance of the installed systems.
- d) In case the Contractor fails to submit the above documents within the stipulated period, the Contractor shall be liable to pay compensation at the rate of 0.10% (Zero Point One Percent) of the Accepted Contract Value or the limit prescribed in Schedule 'F', whichever is higher, as may be determined by the authority specified in Schedule 'F'. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Contractor.

22 Computerized MBs & SMBs:

- a) All measurements for payment shall be recorded in the Electronic Measurement Book (e-MB) or Computerized Measurement Book (MB),
- b) The Contractor shall submit computerized Running Account (RA) Bills along with detailed measurement sheets, quantity calculations, abstracts, and supporting documents for processing of payments. Measurements of concealed works, fabricated components, embedded items, MEP services, exhibition installations, and other works that become inaccessible after execution shall be jointly recorded and verified before concealment or covering of such works. Any delay in offering such works for measurement shall be the sole responsibility of the Contractor, and no claim for delay or extension of time shall be entertained on this account.
- c) On completion of the Project, the Contractor shall submit four (4) sets of computerized final measurement records and quantity statements corresponding to the As-Built Drawings and executed works, along with one (1) editable soft copy and one (1) PDF copy, forming part of the Project completion documentation.
- d) Wherever Electronic Measurement Book (e-MB) is prescribed, the Contractor shall fully comply with such procedures and provide all necessary support for preparation, verification, and certification of measurements.

23 Water Supply & Sanitary Installations & Testing:

- a) All plumbing materials, sanitary fixtures, water supply pipes, drainage pipes, valves, fittings, accessories, and related components shall conform to the Technical Specifications, relevant BIS Standards, and approved makes specified in the Contract. The Contractor shall obtain approval of all materials from the Engineer-in-Charge prior to installation and shall carry out all necessary testing through approved laboratories, wherever required, at its own cost.
- b) The Contractor shall ensure proper integration of the new water supply, sanitary, and drainage systems with the existing building services, without disrupting the functioning of the existing facilities, except with prior approval of the Engineer-in-Charge.
- c) The Contractor shall carry out hydrostatic tests, leakage tests, functional tests, commissioning, and performance testing of the complete water supply, sanitary, and drainage installations in accordance with the Technical Specifications and relevant codes before handing over the works. Any defects observed during testing shall be rectified by the Contractor at its own cost.
- d) The Contractor shall submit test certificates, commissioning reports, operation manuals, warranties, and as-built drawings pertaining to the water supply and sanitary installations as part of the completion documentation.

24 Monthly Bill of Electric & Water Department

The Contractor shall bear all charges towards electricity and water consumed for execution, testing, commissioning, trial runs, and completion of the works up to the date of successful handing over of the Project. Where temporary utility connections are obtained by the Contractor, all installation, security deposit, consumption, maintenance, statutory charges, and disconnection costs shall be borne by the Contractor.

Where the Employer permits the Contractor to utilize the existing electricity and/or water supply available at the project site, the Contractor shall reimburse the corresponding consumption charges, as determined by the Engineer-in-Charge or based on actual meter readings, as applicable. The Contractor shall be deemed to have included all such costs in the quoted rate, and no additional payment shall be admissible on this account.

25 Inspection of the work by any Government Agency

The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Committee constituted by the Principal Employer or construction site visiting team of Principal Employer or by the Building Works Committee or third party authorized by WAPCOS or any Statuary Committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction and development of project up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, committee constituted by Principal Employer, construction site visiting team of Principal Employer, Building Works Committee or authorized representative of WAPCOS or third party authorized by Employer/ Principal Employer or any Statuary Committee, will be carried out or replaced/ modified by the Contractor at his own risk and cost.

26 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.

27 PROGRESS AND MONITORING OF WORK:

- a) The progress report shall contain the following, apart from whatever else may be required as specified: -
- (i) The Contractor should submit a monthly progress report to the Engineer-in-charge by 5th of every month.
 - (ii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
 - (iii) Construction schedule of the various components of the work through a bar chart for the next three months (or as may be specified), showing the micro milestones, targeted tasks and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy has to be submitted in every monthly progress report.
 - (iv) Plant and machinery statement, indicating those deployed in the work.
 - (v) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations. Number of skilled workers and unskilled workers deployed on the work and their location of deployment.
 - (vi) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of Cheque payment received, extra /substituted /deviations items if any, etc.
- b) The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the building so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire execution period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in-Charge.

28 Office Infrastructure & Inspection Vehicles

- a) For Quality Control Measures and Monitoring the Quality of work, Maintenance of Test Registers, Progress reports and related documents the contractor shall provide, within 30 days from the date of issue of commencement order of work, Two (2) HP desktop/ LAPTOP (all in one) Computers having Intel core i7 processor, MS-Windows-11, One Xerox Workcentre with A3 & A4 colour & B/W Printing, Photocopy and Scanning facility & Two A-4 size HP B/W LaserJet Printer (All in One), One 2KVA UPS, etc., with one Nos. of computer data entry operators with Diploma in Engineering and adequate knowledge in MS Office & MS Project (as minimum qualification) in the site office of Engineer-in-Charge at construction Site. The data entry operators will be at the disposal of the Engineer-in-charge. The contractor shall replace the data entry operators in case found unfit by the Engineer-in-charge on performance & behavioral grounds. Nothing extra shall be paid on this account and the quoted rates of the contractor are inclusive of the salaries and other perks payable to the data entry operators. As specified at Schedule 'F' under clause 32 failure of

the contractor to deploy the data entry operators at the disposal of the Engineer-in-charge will attract a penalty of Rs 25000/- per each data entry operator which is non-refundable.

- b) The IT hardware shall be maintained (repair/ maintenance/ replacement of parts/ cartridge including consumables) by the contractor during the entire period of contract. The same shall be the property of WAPCOS after completion of work. An amount equal to 50,000/- per Month will be deducted, if above facilities are not provided at site
- c) The Site Office shall be provided by the Contractor within [90] days from the Appointed date and shall be in place until a period of [28] days after the date of issue of the Taking-Over Certificate in respect of the whole of the Works or an earlier date if instructed by the PMC/ WAPCOS. The Site office shall be constructed with a minimum space of 200 Sqm. and shall arrange at his own expense for the provision and disconnection on completion of power, potable water, sewerage, drainage, telephone, internet connection and other basic amenities like Air conditioned, chairs and furniture, Conference room of seating capacity of atleast 25 person , Work stations, Projector, Water Cooler (Hot/cold/Normal feature of 10 Litre capacity) etc. for the use of Employer, Architect and PMC office including making all payments to utility providers for connection and use. The Layout shall get approved from the PMC before construction.
- d) The contractor shall make arrangement for Helmets and leather shoes (meant of construction work at sites) for all field staff of the department during the entire period of construction for safety reasons. One helmet and two pairs of shoes and one Rain Coat in Monsoon Season per staff member (maximum twelve members) of the departments per year shall be arranged by the contractor.
- e) The contractor shall also provide 1 inspection vehicles (Dzire/ Ciaz or equivalent) for the use of client and PMC during the progress of the work i.e. from date of Commencement to completion of entire work, at disposal of Engineer-in-Charge. Vehicles are to be provided to facilitate work inspection, quality control, coordination with multiple agencies and better liaisoning. The average mileage of each inspection vehicle may be approx. 1500 km per month. The inspection vehicle should be in good condition and should not be more than four years old. Agency will provide inspection vehicle for all the times (including night hours during work at site) as and when required at site/office work as per direction of Engineer-in-Charge. The inspection vehicle shall make available for 12 hours per day on daily basis i/c holidays as per direction of the Engineer-in-Charge. The running cost of inspection vehicles along with all incidental charges i.e. cost of fuels, lubricant, services /maintenance of vehicles, pay of driver etc. will be borne by the agency and nothing will be paid by the Employer or its representatives. An amount equal to 60,000/- per vehicle per Month will be deducted, if above facilities are not provided at site.
- f) 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
- g) 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.
- h) The Contractor shall provide safety equipment to the Employers/officers (whenever required).
- i) 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.
- j) 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

- k) 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.

29 Access to Site, Transportation & Material Handling

- a) The Project Site is located within the existing National Centre for Handlooms & Handicrafts (Handloom Haat), Janpath, New Delhi, and is accessible through the existing road network. No separate approach roads shall be provided or constructed for execution of the work.
- b) The Contractor shall make its own arrangements for transportation, loading, unloading, stacking, storage, internal shifting, handling, lifting and movement of all materials, equipment, machinery, fabricated components, exhibition elements, art installations and other items required for execution of the work, at its own cost.
- c) The Contractor shall plan and execute transportation of materials in consultation with the Engineer-in-Charge so as to minimize disruption to the functioning of the premises, public movement, traffic circulation and other ongoing activities within the campus. Any restrictions regarding vehicle entry, working hours, unloading locations or movement of materials, as imposed by the Employer or local authorities, shall be strictly complied with.
- d) The Contractor shall ensure that all existing roads, pavements, landscaping, utilities and building infrastructure are protected during transportation and material handling. Any damage caused shall be made good by the Contractor at its own cost to the satisfaction of the Engineer-in-Charge.
- e) No additional payment or extension of time shall be admissible on account of transportation constraints, restricted access, material handling, or internal movement of materials within the project premises.

30 Handing Over of the Project

The Contractor shall complete all works covered under the Contract, including exhibition, display, retail infrastructure, civil, electrical, lighting, plumbing, fire protection, digital display systems and other allied works, in accordance with the approved drawings, specifications and directions of the Engineer-in-Charge.

Prior to handing over, the Contractor shall carry out all required testing, commissioning, integration and performance testing of the completed works and rectify all defects, deficiencies and punch list items to the satisfaction of the Engineer-in-Charge.

Before the work is recommended for completion and formal handing over to the Principal Employer, the Contractor shall submit the following documents to the Engineer-in-Charge:

- a) Approved As-Built Drawings.
- b) Operation & Maintenance (O&M) Manuals for all equipment and systems supplied under the Contract.
- c) Warranty/Guarantee Certificates.
- d) Manufacturer's Test Certificates and Commissioning Reports.
- e) Inventory of all installed equipment, furniture, fixtures, display systems and associated components.
- f) Keys, access devices, passwords, software licenses and operating credentials, wherever applicable.
- g) All statutory test certificates and approvals, if any, specifically applicable to the works executed under the Contract.

The Contractor shall also provide operational training to the representatives of the Principal Employer for operation and routine maintenance of specialized equipment and systems, wherever required.

The Contractor shall hand over all exhibition systems, display installations, digital display equipment, AV systems, lighting controls, software, operation manuals, login credentials, licenses and maintenance documentation in a fully functional condition. All systems shall be demonstrated to the satisfaction of the Engineer-in-Charge and representatives of the Principal Employer prior to handing over.

The works shall be deemed complete only after successful testing and commissioning, submission of all contractual documents, rectification of all defects and formal handing over of the Project to the Principal Employer through WAPCOS.

The Defect Liability Period/Warranty Period shall commence from the date of issue of the Taking Over Certificate/Completion Certificate by the Principal Employer or Engineer-in-Charge, as applicable under the Contract.

31 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.

32 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.

33 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.

34 Temporary Buildings

The Contractor shall, at his own cost, make arrangements for temporary site office, storage areas, fabrication/workshop space (if required), material stacking areas and other temporary facilities necessary for execution of the works. Such facilities shall be established only at locations approved by the Engineer-in-Charge and subject to availability of space within the project premises.

The Contractor shall ensure that all temporary facilities are maintained in a safe, clean and orderly condition throughout the execution period and shall not obstruct access, emergency exits or public movement within the premises.

No labour accommodation or labour camp shall be permitted within the project premises unless specifically approved in writing by the Principal Employer. The Contractor shall not permit any of his personnel to occupy or reside in any part of the existing building or completed/partially completed areas of the project.

Upon completion of the works or as directed by the Engineer-in-Charge, the Contractor shall remove all temporary facilities, equipment, surplus materials and debris, and restore the occupied areas to their original condition, to the satisfaction of the Engineer-in-Charge, without any additional cost to the Employer.

35 Shop Drawings, Fabrication Drawings and Execution Instructions

The Contractor shall prepare and submit all shop drawings, fabrication drawings, coordination drawings, material details, method statements and other working drawings required for execution of the works, based on the approved Concept Plan, Good for Construction (GFC) drawings and technical specifications issued by WAPCOS through its appointed Architectural Consultant.

The Contractor shall obtain written approval of the Engineer-in-Charge for such drawings before commencement of the respective works. Approval of the drawings shall not relieve the Contractor of his responsibility for correctness of dimensions, fabrication details, structural adequacy (where applicable), coordination with other services, quality of workmanship or compliance with the Contract.

The Contractor shall ensure proper coordination among civil, architectural, exhibition, display, retail infrastructure, electrical, lighting, HVAC, plumbing, fire protection, digital display, graphics and other allied works so that all components are executed without conflict and in accordance with the approved drawings.

One complete set of the latest approved drawings, specifications and instructions shall be maintained at the site office throughout the execution period and shall be made available for inspection by the Engineer-in-Charge or any authorized representative at all times.

Any discrepancy, inconsistency or omission noticed in the drawings or specifications shall be immediately brought to the notice of the Engineer-in-Charge before commencement of the concerned work. No claim arising out of failure to identify or report such discrepancies shall be entertained.

36 Security Regulations

The Contractor shall comply with all security regulations, access control procedures and instructions issued by the Principal Employer, WAPCOS and the Engineer-in-Charge from time to time during the execution of the works.

Entry of personnel, labour, supervisory staff, vehicles, tools, equipment and materials into the project premises shall be subject to the security procedures prescribed by the Principal Employer. The Contractor shall be responsible for obtaining all necessary entry passes, permits and approvals required for deployment of manpower and movement of materials.

The Contractor shall maintain proper records of all personnel deployed at site and shall ensure that only authorized persons are permitted to enter the work areas. The Contractor shall immediately remove from the site any person found violating security regulations or whose presence is considered undesirable by the Engineer-in-Charge or the Principal Employer.

No material, equipment, tools or fabricated items shall be brought into or removed from the project premises without complying with the prescribed security procedures, gate pass requirements and verification, wherever applicable.

Where execution of work is required beyond normal working hours, on weekends or on holidays, the Contractor shall obtain prior permission from the Engineer-in-Charge and comply with the security requirements of the Principal Employer. Grant of such permission shall not entitle the Contractor to any additional payment or extension of time.

The Contractor shall ensure that all personnel deployed at site strictly observe fire safety requirements, emergency procedures, security instructions and any other regulations applicable within the project premises.

Any loss, delay or inconvenience arising out of compliance with the security regulations of the Principal Employer shall not constitute grounds for any claim for additional payment, compensation or extension of time.

37 Watch and Ward and Lighting

The Contractor shall, at his own cost, provide and maintain adequate watch and ward arrangements, lighting, barricading, warning signage, safety barriers and all other necessary protective measures for safeguarding the work, materials, equipment, temporary installations and the public during the entire period of execution.

The Contractor shall be responsible for the security and protection of all materials, exhibition components, display systems, retail infrastructure, art installations, façade elements, electrical and MEP installations, furniture, fixtures, equipment and other items supplied and installed under the Contract until the works are formally handed over to the Principal Employer.

The Contractor shall take all necessary precautions to prevent damage to the existing building, adjoining areas, utilities and public property during execution of the works. Any damage caused due to the Contractor's operations or negligence shall be made good by the Contractor at his own cost to the satisfaction of the Engineer-in-Charge.

The Contractor shall be solely responsible for any loss, theft, damage or accident arising from inadequate security or protective measures during the execution of the works, and no additional payment shall be admissible on this account.

38 Removal of rejected/sub-standard materials.

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

- (i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Engineer-in-Charge, 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 Engineer-in-Charge, 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 Engineer-in-Charge, 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.

39 Recording of Hindrances: -

- (i) A Physical Hindrance register will be maintained at site. Whenever any hindrance comes to the notice of the contractor he should at once bring it to the notice of Engineer-in-charge & PMC who will resolves the same at the earliest.
- (ii) The Contractor shall apply for EOT if the date of completion is to be extended because of such hindrance.

40 Secrecy

- (i) The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have noticed that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- (ii) **The contract is confidential** and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- (iii) All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work/works or the earlier determination of the contract.

41 Labour and Security

- (i) In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, 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.1000/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to bid. The decision of the Engineer-in- Charge shall be final and binding on the parties.
- (ii) No payment shall be made for construction of labour housing.
- (iii) 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.
- (iv) The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.
- (v) Contractor should provide his plan for labour huts as per his requirement and get it approved from

- the Engineer-in-Charge. Due to limited space availability at site, the site may not be made available to the contractor and the arrangement for establishing the labour huts shall be made by the contractor at its own cost outside the campus.
- (vi) The contractors are required to provide such accommodation for workmen as is acceptable to local bodies & Green building norms and nothing extra shall be paid on this account.
 - (vii) Due to limited space availability at site, the site may not be made available to the contractor. In case no site is available for labour huts. The contractor shall have to have his own arrangements for hiring land for setting up labour huts. The contractor will be provided space for watchman huts, site office etc. to a very limited extent inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.
 - (viii) Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry/exit gates, restriction on movement of vehicle, restricted timings of working. etc. The department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.
 - (ix) The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the Bonafide's of such people. The contractor at his own cost shall get the antecedents of his workmen verified from the jurisdictional Police Station and submit the same to the Engineer-in-charge. Nothing extra shall be paid on this account.
 - (x) The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Administrator").
 - (xi) The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The cost of such ID cards and Passes should be borne by the contractor. The contractor shall be responsible for the conduct & actions of his workmen, agents/ representatives.
 - (xii) Normally contractor shall be allowed to carry out work between 7 AM to 6 PM.
 - (xiii) However, he may also be allowed to carry out the work beyond 6 PM & upto 7 AM, if the site conditions/circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
 - (xiv) Normally contractor's material/vehicles etc. Shall be allowed to move in/go-out between 7 AM to 7 PM only & no movement of material/vehicles out of the site of work shall be allowed during night hours unless specific permission is obtained from the Engineer-in-charge.
 - (xv) In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

- (xvi) In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Nothing extra shall be payable on this account.

42 Documentation

- (i) The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer- in – Charge.
- (ii) The Contractor shall develop and provide a robust documentation management system for the use of PMC, Architect and WAPCOS.

43 Progress Chart: -

- (i) Within 7 days of the issue of the Letter of Acceptance/Commencement Order, the Contractor shall submit a detailed Work Programme indicating the sequence of activities for completion of the works within the stipulated Contract Period. The programme shall be prepared in accordance with Clause 5 of the General Conditions of Contract and shall be submitted in MS Project, Primavera or any other software/format approved by the Engineer-in-Charge
- (ii) The Work Programme shall clearly indicate the proposed schedule for:
- Preparation and approval of shop drawings, fabrication drawings and coordination drawings.
 - Procurement of major materials, equipment and specialized items.
 - Submission of material samples and mock-ups for approval.
 - Off-site fabrication and manufacturing activities.
 - Civil, architectural, exhibition, display, retail infrastructure and MEP works.
 - Installation, testing, commissioning and final handing over.
 - Achievement of contractual milestones.
- (iii) 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.
- (iv) The Engineer-in-Charge may review and suggest modifications to the Work Programme to ensure timely completion of the Project. Approval of the Work Programme shall not relieve the Contractor of any obligation under the Contract or entitle the Contractor to claim any extension of time.
- (v) The Contractor shall submit **monthly progress reports** on or before the **5th day of every month**, indicating the physical and financial progress achieved during the previous month, status of procurement, fabrication, approvals, manpower deployment, critical activities, issues affecting progress and the programme for the succeeding month.
- (vi) If, at any stage, the actual progress falls behind the approved programme, the Contractor shall immediately submit a revised catch-up programme and deploy additional manpower, resources, equipment or adopt suitable measures, at his own cost, to recover the delay and achieve the contractual milestones. No additional payment shall be admissible on this account.
- (vii) The Contractor shall participate in periodic review meetings convened by the Engineer-in-Charge, WAPCOS, the Architectural Consultant and the Principal Employer, and shall furnish all information, reports and schedules required for monitoring the progress of the Project.
- (viii) The programme shall conform to the following broad milestones, which shall be treated as mandatory minimum physical progress targets for monitoring the execution of the work:

S.no.	Physical Progress	Time allowed (from date of start)
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1	1/8 th of the whole work	2 months
2	1/4 th of the whole work	4 months
3	3/8 th of the whole work	6 months
4	1/2 of the whole work	7 months
5	3/4 th of the whole of the work	9 months
6	Whole of the work	10 months

The above milestones are indicative minimum progress targets. The Contractor shall plan and execute the works in such a manner as to achieve these milestones while ensuring completion of the entire work within the stipulated contract period. Failure to achieve any milestone without valid justification may attract action under the relevant provisions of the Contract, including levy of compensation, withholding of payments, or other contractual remedies, as applicable.

44 Project Review Meetings:

- (i) The contractor, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Engineer-in-charge detailed organization involved with the work.
- (ii) The contractor shall present the programme and status at various review meetings as required.
- (iii) **Monthly Review Meetings:** Shall be attended by Project-in- charge and the Management Representative who can take independent decisions along with WAPCOS, client’s representatives.

Agenda

- a. Progress Status/Statistics.
- b. Completion Outlook.
- c. Major holdups/slippages.
- d. Assistance required.
- e. Critical issues.
- f. Any decision on queries raised either by Contractor/PMC.
- g. Anticipated cash flow requirement for next two months.

45 Engaging Specialized Agencies for Works: -

- (i) The Contractor shall engage specialized agencies having adequate technical capability and experience of having executed at least one work of similar items for executing the following items of the work and/or any other items of work where specialized firm is required to be engaged as per contract conditions.
- (ii) The Specialized agency for the work shall be got approved from the Engineer-in- Charge well before actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him along with their technical capability and necessary performance certificates, within 30 days of the stipulated date of start to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.
- (iii) It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies/sub-contractor(s). No claim of

hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

46 Safety Measures

(i) The issue of construction safety & standards has gained utmost importance in recent times. This subject is to be dealt with in an integrated manner with an approach to developing and establishing a safety culture at work sites. Broadly, its components are:

- (i) Creating awareness.
- (ii) Education.
- (iii) Training.
- (iv) Implementation.
- (v) Enforcement measures.

All workers of contractor and associate agencies, invariably and at all the times, must follow all safety norms, adopt safe construction practices and use all required safety gadgets in their working throughout the project duration.

(ii) The contractor shall issue **Photo Identity Cards** with unique numbers containing salient information of workers for the labour & his staff.

(iii) The Contractor shall monitor and achieve the objectives of construction safety continuously, progressively and through affirmative action, and shall oversee implementation of safety program over the entire construction period.

(iv) Warning / Caution Boards

All temporary warning/caution boards/glow signage display such as “Construction Work in Progress”, “Keep Away”, “No Parking”, Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

(v) Sign Boards

- The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client/owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.
- A display board shall be kept at site which would list the names of workers, teams and agencies following safety program in the best manner. This would be updated weekly.
- Necessary protective and safety equipment shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.
- No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules/instructions issued by the relevant authorities and as per the direction of Engineer -in-

Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

47 Insurance Policies:

- (i) Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge proper Contractor **All Risk Insurance Policy for an amount equivalent to 110% of the contract amount for this work**, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in- Charge, **a third-party insurance policy for maximum Rs.25 lakh for each accident or any other incident or act of God or health hazard or biological attack**, with the Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary).
- (ii) The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors/specialized agencies also. The contractor including subcontractors shall provide comprehensive group insurance cover for all the workers and their supervisory staff deployed at site. The details of insurance cover to be provided shall be submitted by the contractor/associate agencies within 20 days of date of start. In case of a default, appropriate policy shall be got done by the safety monitoring committee and double the fee of the policy shall be recovered from the next bill of the contractor.
- (iii) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 15 days from the date of letter of acceptance of the bid and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge.
- (iv) **No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above.** Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

48 Applicable Permits:

- (i) The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes including GST and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- (ii) The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

49 Local Bye-Laws:

- (i) The building work shall 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 shall be paid on this account.
- (ii) Some restrictions may be imposed by the local police etc. on the working time and for movement of labour, materials etc. the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- (iii) The contractor shall not stack building material/ malba on the road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material/ malba as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said body or authority.
- (iv) The Engineer-in-Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.

50 Local Body Approvals:

- (i) The Contractor shall comply with all statutory requirements applicable to the works executed under the Contract and shall prepare and submit all drawings, calculations, technical documents, test reports and other information required by the Engineer-in-Charge for obtaining approvals, wherever applicable.
- (ii) Where any inspection, testing, certification or approval is required specifically for the systems or installations executed under this Contract, the Contractor shall provide all necessary assistance, carry out the required tests, prepare the necessary documentation and attend inspections by the concerned authorities or agencies.
- (iii) The Contractor shall rectify, at his own cost, any deficiencies or observations raised during such inspections relating to the works executed by him.
- (iv) Where statutory fees are payable for approvals specifically related to the works executed under this Contract and are required to be deposited by the Contractor, the same shall be reimbursed by the Employer upon submission of original receipts and documentary proof, if such reimbursement is provided under the Contract.
- (v) The Contractor shall submit two sets of all statutory submissions, approvals, test certificates and related documents to the Engineer-in-Charge for record.
- (vi) All drawings, shop drawings, fabrication drawings, calculations, reports and other documents prepared under the Contract shall become the property of the Employer, and the Contractor shall not use or publish the same without prior written approval of the Employer.

51 Intellectual Property Rights

All intellectual property rights, including copyright and other proprietary rights, in all drawings, designs, concepts, shop drawings, fabrication drawings, working drawings, layouts, graphics, signage, display designs, reports, specifications, models, manuals, calculations, documents, digital content, photographs, videos, software files (where applicable), As-Built Drawings and all other deliverables prepared, developed or produced by the Contractor in connection with this Contract shall, upon their creation, vest in and stand assigned exclusively to the Principal Employer through WAPCOS.

The Contractor shall have no right to use, reproduce, publish, disclose, assign, license or otherwise exploit any such documents or deliverables, in whole or in part, for any purpose other than execution of this Contract without the prior written approval of WAPCOS/Principal Employer.

The Principal Employer shall have the unrestricted right to use, reproduce, modify, adapt, alter, extend, reuse or incorporate such documents and deliverables in whole or in part for this Project or any future project without any additional payment or consent from the Contractor.

The Contractor shall execute all deeds, declarations or documents and provide all assistance that may be required by WAPCOS or the Principal Employer to give full effect to the assignment of such intellectual property rights.

Nothing contained herein shall affect the ownership of any pre-existing proprietary software, tools, methodologies or standard products belonging to the Contractor; however, the Contractor shall grant the Principal Employer a perpetual, irrevocable and royalty-free licence to use the same to the extent necessary for the operation, maintenance and future modification of the completed Works

52 Please adhere to the following special conditions while executing the work:

- (i) Tree Cutting/ transplantation of existing trees falling within the building foot prints and roads to be laid, after obtaining approval from tree authority/local body. The contractor shall also carry out the compensatory plantation in lieu of felled/cut trees as per requirement of tree authority and maintain these trees/plants at the location/site approved by tree authority till handing over of project to the client. Nothing extra shall be paid on this account. The quoted bided amount is inclusive of all these operations.
- (ii) During construction phase the agency shall provide BIM (Building Information Model) 3D model of Minimum LOD 400., for Integration and Coordination of all services like plumbing, sanitary, Internal Electrical installations, Fire Fighting and Fire alarm, HVAC, LV services design, along with WBS (Work Breakdown Structure) for all buildings. The rates for the BIM software and manpower charges are inclusive of this and nothing extra shall be paid.
- (iii) The responsibility of investigations, designing, planning, procurement, construction, safety, quality and risk of engineering rests with the contractor.
- (iv) The statutory payments or fees payable to the Local Bodies shall be reimbursed to the Contractor by WAPCOS upon production of proof of payment. Similarly, for E & M works all the statutory payments or fees payable to Government/Local body/Electricity Board shall also be reimbursed to the contractor upon production of proof of payment. The contractor shall obtain written prior permission from the concerned Engineer-in-charge before making any such payments.
- (v) The approved **Concept Layout Plan**, architectural drawings and other design documents prepared by the Architectural Consultant appointed by WAPCOS shall form the basis for execution of the Works and shall be read as an integral part of the Contract. The Contractor shall execute the Works strictly in accordance with the approved drawings, specifications and instructions issued by the Engineer-in-Charge.
- (vi) The Contractor shall prepare and submit all necessary shop drawings, fabrication drawings, coordination drawings, working drawings, furniture and fixture details, signage drawings, display system drawings, MEP coordination drawings, ceiling layouts, lighting layouts, material detailing, fixing details and other execution drawings required for proper execution of the Works.
- (vii) Where the Contractor proposes any custom-fabricated steel framework, support structure, façade support system, display structure, signage support or any other structural element, the Contractor shall prepare the necessary structural design calculations and drawings, duly certified by a Chartered Structural Engineer, wherever applicable, and obtain approval of the Engineer-in-Charge before commencement of fabrication or installation.

- (viii) The Contractor shall prepare and submit all As Built Drawings of buildings & services and other related documents both in hard copy and the soft copy after completion.
- (ix) All copyright and other proprietary rights in the works under this contract shall vest and stand assigned to the WAPCOS (Department). The department shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property rights, title and interest including all copyright in the works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the works and all the above rights shall not lapse even if such rights are not exercised by Department during the term of the copyright and the agency shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by Department to give effect to and secure the abovementioned rights of Department in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright Act 1957 including the design or documents prepared by the agency at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the agency in connection with the Project.
- (x) The agency shall not use or allow anyone to use these drawings, designs, documents, and software during and after the execution of this contract without the prior written permission of Department and any such act without the permission of Department shall constitute violation of Intellectual Property Rights.
- (xi) The rate quoted by the bidder is inclusive all the above operations and no additional claim will be admissible in this regard.
- 53 All payments in the form of Running Bills/ Final Bills are subjected to the submittal of the following documents to WAPCOS by the Contractor and verification of the said documents by owner/client of the respective billing month:
- i. Compliance Reports to all Non-Compliance Reports (NCR), Red Flag Report or any such reports issued by Employer, PMC and/or the TPQA Consultan, if any;
 - ii. All Quality Test Reports
 - iii. Monthly Progress Report (Physical and financial)
 - iv. Inspection reports towards site and material
 - v. Copy of Inspection Register
 - vi. Copy of Site Order Book
 - vii. All other relevant documents which shall be communicated by owner/client/PMC before commencement of any work

54 Other Conditions

- a) The Contractor shall coordinate with the Principal Employer and the Engineer-in-Charge for temporary shifting, protection or restoration of existing services, utilities, fixtures or installations, wherever required for execution of the Works. Any such work shall be carried out only after obtaining necessary approvals. Contractor shall provide R.O. Plant sufficient for workers employed at site, his technical staff and site staff.
- b) The Contractor shall provide safe drinking water and adequate welfare facilities for all personnel deployed at site in accordance with applicable labour laws.
- c) No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The Contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The Contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.
- d) 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.

- e) 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.
- f) 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.
- g) All the modifications and any additional works (basic requirement after use of premises by user) suggested by Principal Employer at the time of handing over of the project and after occupancy of premises by Principal Employer during Defect Liability Period must be taken up by contractor without any disputes.
- h) If any dispute/ hindrance may arise during construction due to any reason whatsoever, the contractor is not liable for any financial claim or damages due to such circumstances.
- i) 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.
- j) In case of any inconsistency between clauses, the clause favourable/ beneficiary to the project will prevail that will be decided by the Principal Employer and Employer.
- k) It must be ensure that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should 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.

Special Condition for Rectification in Defects and Maintenance during Defect Liability Period.

GENERAL DETAILS

- 1) The Complete Scope of work covered under Main Contract, along with the mentioned services, are in the scope of work for **Rectification in Defects and Maintenance During Defect Liability Period of 12 Months.**
- 2) Contractor's Roles and Responsibilities in the Defect Liability Period: The Defect Liability Period (DLP) is the period after project completion during which the contractor is responsible for rectifying any defects or deficiencies that arise in the completed works.

3) The Contractor shall submit the Guarantee/ Warranty Certificates for all the Works/ E&M Equipment's for at least period of 1 Years. However, in case of additional years' warranty/ Guarantee offered on any E&M Equipment by the OEM by default, the same shall be pass on to WAPCOS. Further, the contractor shall submit the undertaking from OEM stating that they will make the spare parts available for the installed E&M Equipment's for atleast 10 years.

A) Rectification of Defects

- The contractor must promptly repair or replace any defects, faults, or damages identified during the DLP.
- Defects may include structural issues, faulty workmanship, defective materials, leaks, or non-performance of installed systems.
- Rectifications must be completed at no additional cost to the employer or client.
- Any MEP/civil/Low voltage or any other material or fixture, is required to change is cover under the defect liability period.

B) Periodic Inspections and Monitoring

- The contractor may be required to conduct periodic inspections of the works during the DLP to proactively identify and report any defects.
- Collaborate with the Project Management Consultant (PMC), Engineer, or Employer representatives during joint inspections.

C) Responding to Defect Notices

- Upon receiving a Defect Notice from the employer or PMC, the contractor must respond within a specified time frame (e.g., 7–14 days) mentioned in such notice.
- A detailed action plan, schedule for repair, and resource mobilization must be shared.
- In case of Urgent defects which affect the operations of Buildings such as Power failure, Leakages, plumbing issues, E&M issues etc., the Contractor shall rectify the defects within 24 hours of the Notice.
- If dampness, seepage, or leakage is found in buildings or premises, the contractor shall rectify the cause for the same and repair the affected area. Nothing extra shall be paid to the contractor in this respect.
- It shall be the responsibility of the contractor to check the healthiness of all the water Supply/drainage/Sump pumps, Bathroom Fixtures, Water Bodies, and OHT/UGT at regular intervals. In this regard, the contractor shall maintain the register and clearly mention the status and action taken and the date of inspection.
- The contractor shall maintain the drinking water supply, including rectification of minor defects.

D) Supply of Spare Parts or Materials (if applicable)

- Provide any necessary spare parts or materials required for defect repair, especially for specialized equipment or installations.
- Ensure that supplied parts meet the original specifications and standards.

E) Minimum Manpower to be deputed during DLP by the contractor

The contractor shall depute following manpower along with Non Skilled Workman as per requirement in the WAPCOS campus during the entire period of DLP.

S. No.	Manpower	Minimum Number	Period of Deployment	Rate of Recovery
1	Site Engineer-Civil	1	As and When Required during the Defect Notification	Rs. 10,000 per event
2	Site Engineer-MEP	1		Rs. 10,000 per event

Note:

1. Any other Skilled/ Non-Skilled manpower as required, beyond the above staff to complete the work/complaints within specified time limits, will be arranged by contractor at their own cost & Nothing extra shall be paid on this account.

F) Ensuring Performance and Quality Standards:

- All repairs must restore the works to the required performance standards and original specification.
- Ensure workmanship and materials used during defect rectification comply with contract and industry standards.

G) Coordination and Safety

- Coordinate with other contractors or subcontractors, if applicable, for efficient defect repair.
- Maintain site safety during the defect repair works to prevent any accidents.

H) Record Keeping and Reporting

- Maintain detailed records of defects reported, actions taken, materials used, and completion dates.
- Submit regular progress reports on defect rectification to the PMC/Engineer/Employer.

I) Liability for Recurring Defects

- If the same defect reappears during the DLP after being rectified, the contractor is responsible to permanently fix the underlying issue.
- In case, the contractor fails to fix the issue, Penalty from the Security deposit shall be applicable as decided by the Engineer-In-Charge.
- The Contractor is expected to maintain the Satisfactory level of service and shall collect feedback form after rectifying any defect notified to him.

J) Final Handover after DLP.

- Upon successful completion of defect rectifications and expiry of the DLP without outstanding defects, the contractor may assist in handing over the project fully defect-free.

Section VI: Scope of work & Technical Specifications

1. General

The scope of this Contract comprises the execution of Permanent and Semi-Permanent Works for Exhibition, Display and Retail Infrastructure including associated Civil, Electrical, Mechanical, Plumbing, Fire Protection, Lighting, Digital Display and allied works at various floors of the Handloom Haat (NCHT), Janpath, New Delhi, in accordance with the approved Concept Plan, Good for Construction (GFC) drawings, technical specifications and instructions issued by WAPCOS Limited through its appointed Architectural Consultant.

The project involves enhancement of the existing Handloom Haat into a contemporary exhibition, display and retail destination by creating permanent and semi-permanent exhibition spaces, artisan retail infrastructure, thematic display areas, visitor experience zones, digital interpretation systems and supporting infrastructure while ensuring integration with the existing building and its services.

The scope of work shall include, but not be limited to, the following:

2. Detailed Scope of Work

2.1 Preliminary & Site Preparation Works

- Mobilization of manpower, machinery, tools & plants.
- Establishment of site office, storage areas and temporary facilities.
- Detailed verification of site dimensions and existing conditions.
- Protection of existing building, services, finishes and public areas.
- Barricading, safety arrangements and traffic management within the premises.
- Preparation of shop drawings, coordination drawings and fabrication drawings based on the approved GFC drawings.

2.2 Repair & Civil Works

- Selective dismantling and removal of existing finishes and fixtures.
- Minor civil modifications.
- Masonry works.
- Structural steel works, wherever required.
- Flooring, paving works.
- Wall finishes and decorative treatments.
- Painting and polishing.
- Repair and strengthening works.
- Miscellaneous works required for completion of the Project.

2.3 Exhibition, Display & Retail Infrastructure Works

The Contractor shall execute the Permanent and Semi-Permanent Exhibition, Display and Retail Infrastructure Works within the existing premises of Handloom Haat, Janpath, New Delhi, in accordance with the approved Concept Plan by the principal employer, Good for Construction (GFC) drawings, technical specifications and directions of the Engineer-in-Charge. The works are intended to transform the existing Handloom Haat into a contemporary cultural and commercial destination by creating immersive exhibition spaces, thematic display areas, artisan retail infrastructure, visitor engagement zones and associated support facilities while integrating modern building services with the existing structure.

The scope shall include, but shall not be limited to, the following:

- Permanent exhibition galleries and exhibition spaces.
- Semi-permanent exhibition and display areas.
- Thematic display galleries and interpretation zones.
- Artisan retail stalls and designer retail spaces.

- Handloom retail outlets and merchandising areas.
- Visitor information galleries and orientation spaces.
- Handmade Archive display areas and digital interpretation zones.
- Experience centres and immersive visitor engagement spaces.
- Textile display systems and exhibition furniture.
- Display showcases, display plinths and display walls.
- Modular display systems and exhibition partitions.
- Information kiosks, digital display systems and interactive installations.
- coffee shop and associated visitor amenities.
- Office hubs, innovation spaces and support areas.
- Contemporary art installations, sculptures and thematic installations.
- Murals, graphics, branding elements and wayfinding systems.
- Façade redevelopment, entrance enhancement and architectural feature elements.
- Outdoor retail kiosks, entry plaza development, walkways, planters and mist systems.
- Internal architectural finishes, thematic interiors and custom joinery.
- Associated civil, structural steel, electrical, lighting, HVAC, plumbing, fire protection, networking, digital display and other allied MEP works.
- Testing, commissioning, integration, documentation, training and handing over of all completed works.

2.4 Enabling and ancillary works

- The Contractor shall be solely responsible for carrying out all enabling, temporary, ancillary, and incidental works required for the proper execution and completion of the items specified in the Bill of Quantities (BoQ). Such works shall include, but shall not be limited to, scaffolding, centering, shuttering, dismantling, site preparation, cleaning, degreasing, safety arrangements, barricading, warning signage, protection of existing floors and finishes, collection, handling, transportation, and disposal of debris with all leads and lifts, and any minor repair or making-good works necessary for the satisfactory completion of the contract.
- The rates quoted in the BoQ shall be deemed to be inclusive of all costs associated with the above activities, including labour, materials, equipment, tools, consumables, transportation, statutory compliance, and all incidental expenses. No extra payment or separate claim on account of such enabling or ancillary works shall be entertained, and no additional payment shall be made over and above the accepted BoQ rates.

3. SAFETY DURING WORKS

- The contractor shall employ only such methods of construction, tools and plants as are appropriate.
- The contractor shall take all precautions and measures to ensure safety of works and work man and shall be fully responsible for the same.
- Safety pertaining to construction such as centering & shuttering, scaffolds, ladders, working platforms, gangway etc. shall be governed by CPWD safety code, relevant safety codes and the directions of Engineer in charge.
- All the staging to be either of tubular steel structure with adequate bracings as approved or made of built-up structural sections made from rolled structural steel sections.
- Form work shall be properly designed for self-weight, weight of reinforcement, weight of fresh concrete and in addition the various live loads likely to be imposed during construction process.
- The form work shall be designed & constructed so as to remain sufficiently rigid during placing & compaction of concrete & shall be such as to prevent loss of slurry from the concrete.
- The vertical supports shall be adequately braced or otherwise secured in position that these do not fall when the load gets released or the supports are accidentally hit.
- A thorough inspection of tubular steel centering is necessary before its erection and members showing evidence of excessive rusting, kinks, dents or damaged welds shall be discarded. Buckled or broken members shall be replaced. Care shall also be taken those locking devices are in good working order and that coupling pins are effectively aligned to frames. Tubes should have end to end joints in adjacent tubes staggered. Sleeve couplers should be used in preference to joint pins for axial connections.

- Inclined forms which give rise to very high horizontal forces should be taken care of by trussing and diagonal bracing.
- Vertical members should be placed centrally under the members to be supported and over the member supporting them with no eccentricity exceeding 25mm.
- The centering frames shall be tied together with sufficient braces to make a rigid and solid unit. It shall be ensured that struts and diagonal braces are in proper position and are secured so that frames develop full load carrying capacity. As erection progresses, all connecting devices shall be in place and shall be fastened for full stability of joints and units.
- Wedges under the supports shall be set on firm soil / PCC which assures adequate stability for all props. Care shall be taken not to disturb the soil under the supports. Adequate drainage shall be provided to drain away the water coming due to rains, easing of forms or during the curing of the concrete to avoid softening of the supporting soil strata.
- During pouring of the concrete the centering shall be constantly inspected and strengthened, if required wedges below the vertical supports tightened and adjustment screws properly adjusted as necessary.
- Only workmen actually engaged in the form work shall be allowed in the area during operations. Those engaged in removing the form work shall wear helmets, gloves and heavy soled shoes and approved safety belts etc.
- The safety code as lay down in respective clauses of Agreement shall be strictly followed.

4. **Approved Concept Plan**

The **Approved Concept Plan**, as finalized by the Principal Employer, together with the relevant drawings enclosed with this Section of the NIT, shall form an integral part of the Contract. The Contractor shall execute the works strictly in accordance with the approved Concept Plan, the enclosed drawings, technical specifications, Bill of Quantities (BOQ), and all other Contract Documents. The Concept Plan is there with the required drawings which is also attached with this section. The Contractor shall execute the works in conformity with the approved Concept Plan, drawings, technical specifications and other contract documents. In the event of any discrepancy, the provisions of the Contract, approved drawings and instructions issued by the Engineer-in-Charge shall prevail.

4.1 **Modifications to the Approved Concept Plan**

The Bill of Quantities (BOQ) has been prepared based on the Approved Concept Plan. However, during the course of execution, the Principal Employer may approve modifications, additions, omissions, relocation, resizing, or reconfiguration of any exhibition, display, retail, art installation, thematic element or other component shown in the Approved Concept Plan. The Contractor shall execute such changes as approved by the Principal Employer through WAPCOS/Engineer-in-Charge. Payment for such changes shall be regulated in accordance with the relevant provisions of the Contract and the applicable BOQ items, approved rates or rate analysis, as the case may be.

5. **INSPECTION OF WORKS:**

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the PMC/ Architect/ other Senior officials of WAPCOS in addition of the Engineer-in-charge, his authorized representatives, and Authorities. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

The committee/ PMC/TPQA consultant appointed by WAPCOS, shall be inspecting the works including workshops and fabrication factory to ensure that the works in general being executed according to the design, drawings and specifications laid down in the contract. Their observations shall

be communicated by PMC and compliance is to be reported to PMC & WAPCOS. The committee/ consultant appointed by WAPCOS shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

Senior Officers of WAPCOS, Dignitaries from Central Ministry/ Department, State Government and Client Department Authorities shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing:

- Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
- Entrance and area surrounding to be kept cleaned.
- Display layout plan key plan, building drawings including plans, elevations and sections.
- Up to date displays of programme chart (Bar charts).
- Keep details of quantities executed, balance quantities, deviations, possible Extra items, etc.
- Keep plastic/cloth mounted one sets of building drawings.
- Set of Helmets and safety shoes for safety.

6. 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 (2021/2022), CPWD Specifications for Horticulture and Landscaping work (2018), 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.

7. LIST OF MAKE FOR CIVIL WORKS

Acceptable makes of materials to be used in the work are as follows. In case of non-availability of these makes, after the approval of WAPCOS/ MoT, the Contractor can use the alternative makes only BIS marked materials of equivalent reputed brand. Non BIS marked materials may be permitted by the WAPCOS only when BIS marked materials are not manufactured. If any make / brand of the "Material / Article" is not mentioned in following make list, then reputed Manufacturers/ Agencies /Brand with proven track record for that "Material / Agency" will be considered for approval by WAPCOS/ MoT.

S.N	Material /Article	Confirming IS Code	Manufacturers/ Agencies /Brand Make
1.	Cement (OPC 43 grade) /PPC	IS : 8112: 1989/ IS : 1489 (Part-1) 2015	A.C.C., Jaypee Cement, Ultratech, Shri Cement, Gujarat Ambuja Cement, Cement Corporation of India, Dalmia InfraPro (Dalmia Bharat Cement),
2.	Structural Steel	IS 2062:2011	SAIL, Tisco, RINL, JSW Steel Ltd, JINDAL
3.	Stainless Steel	-	Jindal SS Ltd (JSL), Salem (SAIL), SAIL (SAIL),
4.	Aluminium extruded sections	IS 733: 1983 & IS 1285:2002	Jindal, Hindalco, Indian Aluminium Co. NALCO
5.	Aluminium plain sheets	IS 733: 1983 & IS 1285:2002	Jindal, Hindalco, Indian Aluminium Co. NALCO
6.	Factory made Machine pressed laminated flush door shutter	IS 2202 (Part 1): 1999 And relevant IS Code	Century, Greenply, Kitply, Duroply Merino
7.	Block Board	IS 1659:2004	Century, Greenply, Kitply, Duroply Merino

S.N	Material /Article	Confirming IS Code	Manufacturers/ Agencies /Brand Make
8.	Flush Door Shutter	IS 2202 (Part 1): 1999	Century, Greenply, Kitply, Duroply Merino
9.	Boiling Water proof plywood, Block board, Commercial Plywood	IS 303:1989	Century, Greenply, Kitply, Duroply Merino
10.	Aluminum door & window fittings	Relevant IS Code	Jyoti, Argent, Everest
11.	Hydraulic Floor Spring	IS 6315:1992	Dorma, Hardwin, Ozone, Dorset
12.	Door Closure	IS :3564	Dorma, Hardwin, Ozone, Dorset
13.	Float Glass	-	Saint Gobain (Saint Gobain India Pvt. Ltd.) Modiguard (Gujarat Guardian Ltd.) Asahi (Asahi India Glass Ltd.)
14.	Ceramic glazed wall tiles	IS 13712:1993	Kajaria, Orientbell, Somany, NITCO, HR-Johnson
15.	Vitrified Tiles	IS 15622:2006	Kajaria, Orientbell, Somany, NITCO, HR-Johnson
16.	Admixtures	IS9103:1999	FOSROC, SIKKA, CICO Technologies Ltd. Pidilite
17.	Mild steel tubes	IS 1239:1990	As per IS Code
18.	Premium Acrylic smooth exterior Paint with silicon additives		ULTIMA (Asian Paint), Premium Exterior Emulsion (Dulux), Weather coat long life 7 (Berger)
19.	Paints	IS : 101 : 1986	Lewis Berger, Asian Paints, Nerolac, Dulux
20.	Steel/Wood Primer Paints	IS : 14177 : 1994	Lewis Berger, Asian Paints, Nerolac, Dulux
21.	Factory Made C.C. Interlocking Paver Blocks	IS : 15658 : 2006	NITCO, KK, NTC
22.	Water Proofing Compound	IS : 2645: 2003	FOSROC, Dr. FIXIT, BASF, CICO, SIKKA
23.	Crystalline Waterproofing Compound	IS : 2645: 2003	FOSROC, Dr. FIXIT, BASF, SIKKA
24.	Mirror		Saint Gobain (Saint Gobain India Pvt. Ltd.), Modiguard (Gujarat Guardian Ltd.) Asahi (Asahi India Glass Ltd.), Atul (Autl Glass Industries Ltd.)
25.	Aluminum doors/windows sections	IS 733 & IS 1285	Hindalco (Hindalco Industries Ltd.) Jindal (Jindal Aluminum Ltd)
26.	Glass Reinforced Concrete (GRC) jali		Terrafirma (terrafirma GRC Industries), Ecovision (Ecovision Industries Pvt Ltd.). Mahesh GRC (Mahesh Prefab Pvt Ltd.)
27.	SS Doors & Windows Hardware & Fittings		JINDAL, Dorma, KICH, Godrej, Ozone
28.	Wall Putty		Dalmia, JK, Birla, Asian
29.	Factory Made steel Glazed/ Gauged windows and ventilators	IS : 1038-1983	SKS Steel Industries (Havlox)/Madhu Industries /Multiwin/M/s Classic Engineers and fabricators/Ajanta
30.	Solar Lighting System	ECBC-2017	WIPRO/Anchor-Panasonic/Philips/Crompton/TATA BP solar
31.	CP Brass Fittings/Fixtures	IS : 8931	Jaquar, Kohler, Marc (Premium Quality), Hindware, Parryware/Parko
32.	Tubular Profile steel door/ windows; Steel windows; Pressed steel door frames		TATA/APL Apollo/ Jindal/ Classic Engineers & fabricators

8. LIST OF MAKE FOR ELECTRICAL WORKS

Acceptable makes of materials to be used in the work are as follows. In case of non-availability of these makes, after the approval of WAPCOS/ MoT, the Contractor can use the alternative makes

only BIS marked materials of equivalent reputed brand. Non BIS marked materials may be permitted by the WAPCOS only when BIS marked materials are not manufactured. If any make / brand of the “Material / Article” is not mentioned in following make list, then reputed Manufacturers/ Agencies /Brand with proven track record for that “Material / Agency” will be considered for approval by WAPCOS/ MoT.

S.NO.	Material /Article	Manufacturers/ Agencies /Brand Make
1.	HV Switchgear	Crompton/Kirloskar/Voltas/C&S Electric
2.	LT Switchgear	L&T/Schneider Electric/Siemens/Legrand/Havells
3.	MCCB (ICS=ICU)	L&T/Schneider Electric/Siemens/Legrand/Havells
4.	Change Over Switch	L&T/HPL/Havells/Standard/Control & Switch Gears
5.	Air Brake Switch	National/Kiran/Pactil/Atlas/Power grid switchgears
6.	Drop out Fuses	National /Kiran/Pactil
7.	Rubber Matting (ISI Marked)	Jyoti Rubber Udyog/Raychem/Padmini/Dozz
8.	AVM Pads	Dunlop/Poly Bond
9.	MCB/Isolator/ELCB/RCCB/Distribution Board	Crompton/Havells/MDS Legrand/L&T/ Schneider Electric/Siemens/Polycab/C&S/(Make of DBs and circuit breakers shall be same)
10.	TPN Switches & HRC Fuses	Crompton/Havells/MDS Legrand/L&T/ Schneider Electric/Siemens/Polycab/C&S/(Make of DBs and circuit breakers shall be same)
11.	PVC Conduits (ISI Marked) Colour: Ivory/Grey	AKG/Polycab/Avon Plast/Precision/finolex/Astral
12.	Steel Conduits (ISI Marked)	BEC/Bharat/Gupta/AKG/RMCON/Steel Krafts
13.	Piano/Modular Switches and Sockets	Legrand/Havells/Polycab/Schneider/Anchor
14.	1.1 KV/11 KV grade Al. Condr., XLPE insulated armored cables (ISI Marked)	Finolex/Havells/Polycab/KEI
15.	Fire Survival cable	Finolex/Havells/Polycab/KEI
16.	Wires (PVC insulated copper conductor cable FRLS – ISI marked)/ Telephone Cables/Submersible cables/ Co-axial/TV cables	Finolex/Havells/Polycab/KEI
17.	Fans and Exhaust fans (All Types)	Khaitan / Havells/Crompton/Orient/ Bajaj/Usha/Polycab
18.	LED Luminaries i/c street light fittings (ISI Marked)	Khaitan / Havells/Crompton/Orient /Bajaj/Usha/Polycab
19.	LAN Cables	Panduit/Legrand/Schneider/Polycab
20.	Fire Extinguisher (ISI marked)	Minimax/Lifeguard/Safeguard/Safex/Omex
21.	Water Purifier	Eureka Forbes/Kent/ion Exchange /LG
22.	Inverter System	Sukam/Microtek/Luminous
23.	Electrical Water Storage Heater	Racold/Crompton/Havells/Bajaj/Polycab

9.0 Drawings

9.1 Good for Construction Drawings

The work shall be carried out in accordance with the approved architectural drawings, structural drawings, MEP services drawings to be issued from time to time, by the Engineer-in-Charge, and approved shop drawings prepared by the Contractor. Before commencement of any item of work the Contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale.

The stage wise drawings shall be released as “GOOD FOR CONSTRUCTION” from time to time as per requirement of that particular stage, by the Engineer-in-Charge and revised drawings as per any additions/ modifications/ alterations/ deletions will be issued to the Contractor progressively. 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 based on any erroneous and or incomplete information and no claim whatsoever shall be entertained by the department on this account.

The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the bidders should verify the same for themselves and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained on account of any errors or omissions and commissions in the levels or strata turning out different from what is shown on the drawings.

Two copy of contract documents including Drawings furnished to the Contractor shall be kept at the Sites and the same shall at all reasonable times be available for inspection.

9.2 Coordinated drawings

Before taking up the work, the Contractor shall prepare shop drawings for the works listed below for various civil and electrical services showing details of layout in plan including sections & elevations & large-scale details and Contractor shall plan and mobilize his resources as per these drawings and as per actual site conditions to facilitate convenient execution, installation as well as maintenance of these items. Nothing extra shall be payable on this account.

9.3 Shop drawings

The bill of quantities, technical specifications and drawings together shall be considered as a tender requirement and the work shall be carried out as per good for construction (GFC) drawings, issued by Engineer-in-Charge. The Contractor shall study the GFC drawings and taking into account actual site conditions and selected material and requirements shall prepare shop drawings for the following works, as fully coordinated drawings, as given above.

- Aluminum work, Stainless steel work and railings etc.
- Expansion joint work
- Reflected Ceiling Plan (RCP), coordinated with all ceiling related services.
- Marble, granite, vitreous, ceramic, tile work details.
- All Electrical work
- All Sanitary and sewerage work
- All plumbing works.
- Rainwater Pipe details/ position, roof slopes etc.
- Drainage details.
- Door Window details
- All steel fabrication work.
- Fixture, Furniture and Equipment (FFE) work.
- Any other works detail if required.

Within the time frame agreed with the Engineer-in-Charge, the Contractor shall prepare shop drawings using latest version of AutoCAD. Shop drawings shall show all layouts, details in plans & sections showing all connections, junctions, bends, supports, clearances. fixing arrangements with dimensions room, etc shall be prepared by the Contractor on AutoCAD based on the architectural drawings and site measurements. All measurable items quantities shall be mentioned on each shop drawing being submitted for approval by the Contractor. 3 sets of shop drawings (soft copy also) shall be submitted for approval and Seven sets of final shop drawings after approval by Engineer-in-Charge shall be submitted by the Contractor along with the soft copy. The shop drawings, shall be prepared as per schedule given in PERT Chart.

Technical submittals of manufacturer's catalogues and technical data shall be submitted for approval. The Contractor shall designate an Engineer responsible for issue and preparation of shop drawings and control of GFC drawings.

9.3.1 As built drawings

- i. The Contractor shall make available four (04) sets of completed Building Drawings, "As Built Drawings" along with literatures, manuals, warranty certificates etc. of various installed fittings, fixtures and equipment for the completed projects. This shall be the prerequisite for payment of final bill.
- ii. The Contractor shall make available three (03) sets of all services drawings including Electrical & HVAC work internal and external services i.e. Water Supply, Sanitary line and Drainage lines. This shall be the prerequisite for payment of final bill. These drawings shall have the following information:
 - ✓ Run off for all piping and their diameters including soil, waste pipes and vertical stacks.
 - ✓ Ground and invert level of all drainage pipes together with locations of all manholes and connections, up to outfall.
 - ✓ Run off for all water supply lines with diameters location of control valves, access panels etc.

9.4 Testing and Commissioning

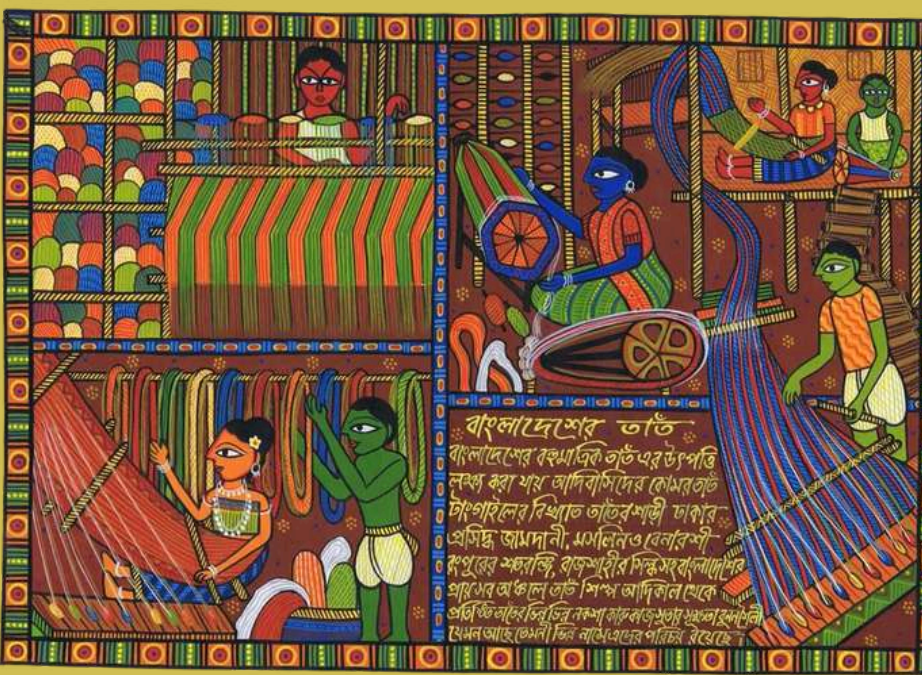
- The Contractor shall arrange electricity at his own cost for testing of the various electrical and mechanical installations as directed by Engineer-in-Charge and for the consumption by the Contractor for executing the work. Also all the water required for testing various electrical installations, shall be arranged by the Contractor at his own cost. Nothing extra shall be payable on this account.
- Testing of equipment shall be carried out as per technical Specifications, manufacturer's recommendation and latest standards available up to date. The testing report shall be submitted along with Operation and Maintenance manual of the equipment at the time of handover.
- Contractor to provide training for operation and maintenance of equipment through respective manufacturer for the routine and preventative maintenance of equipment post Defect Liability Period.
- The Contractor shall demonstrate trouble free functioning of all the Civil and E&M installation sand services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

HANDLOOM HAAT, JANPATH, NEW DELHI - BOQ FORMAT

Sr No	Description of Item	Qty	Unit	Rate (INR)	Amount (INR)
1	Exterior Works – Execution of Plaza Paving, Rangmanch & Landscape includes: Providing and applying synthetic coating to walkways - two walkways of size 5 x 50 m (Qty 500 sqm); Rangmanch platform-Outdoor performance platform/rangmanch Providing, constructing and finishing outdoor performance platform 7.5 mtr dia with brick & cement pattern, Raised platform with brick and cement combination, - 30 cm high platform with two concentric steps (step width 30cm) (Qty 7.5 sqm); Planters/landscape pockets - Providing, supplying and placing medium movable terracotta planters complete with drainage tray, suitable plantation, growing media and all accessories, 2ft height x 1.5 ft. dia. (Qty 50 nos); Planters/landscape pockets - Tall, Large movable planters and softscape pockets, Terracotta planters, 3 ft height x 1.5 ft dia (Qty 30 nos); Heroic scale shuttle Trees (Metallic): Providing, fabricating, supplying and installing decorative metallic shuttle tree sculpture comprising metallic petals mounted on a steel stem with suitable foundation, anchoring and protective finish, Shuttle petals with a steel stem, bolted on the floor, Total height - 12 ft., dia. of the flower - 6 ft. (Qty 6 nos); Bamboo & Lantana shelter for seaters - Providing, fabricating, supplying and installing bamboo and lantana shelter over seating comprising MS structural frame, bamboo/lantana finish, weatherproof roofing, complete with foundation, anchoring, fixtures and accessories (height - 8 ft., l x b = 4 ft x 2 ft) (Qty 2 nos); Benches, Heavy-duty commercial outdoor benches with weather-resistant coating, bamboo/Wood inspired, water resistant seaters, 1 unit - 900 mm (l) x 900 m (w) x 450 mm (h) (Qty 15 nos). (As per the approved concept design provided in NIT)	1	Job		
2	Facade Works – Execution of Brick Cladding, Terracotta Jali, Facade Lighting & Signag comprising providing, fabricating, supplying, transporting and installation of independent scaffolding with safety netting for front & back facade work (Qty 1 Ls); MS support frame for brick cladding and terracotta jali surrounding the existing building structure, Structural steel sections with paint, Surface Area: 2200 sq. m approx. (Qty 2200 sqm); Brick cladding to facade on approved backing, Terracotta/brick colour, polymer adhesive/mechanical fixing (Qty 1600 sqm); Terracotta jali screen modules fixed to MS frame with Terracotta jali blocks/panels incl. supports and anchors (Qty 600 sqm); Façade Lighting - Wall Washer & Focus Lights (Qty 1 Ls); HANDLOOM HAAT main illuminated lettering on facade, Size: 14 m x 1.5 m, SS/acrylic channel letters with LED modules (Qty 1 nos); Handloom Haat illuminated Logo, Handloom Haat Logo, Size: 5m x 1.5 m, SS/acrylic channel letters with LED modules (Qty 1 nos); Banner supports, SS cable/rod supports for vertical banners, Length of SS cable/rod: 20m (Qty 4 nos); Hanging Canvas Vertical banners), Total height of Banner: 10 m , width - 1.5 m (Qty 4 nos). (As per the approved concept design provided in NIT)	1	Job		
3	Outdoor Retail Stalls: Providing, fabricating, supplying and installing modular outdoor retail stalls of size 4.00 m x 4.00 m, comprising 12mm thk FRP weatherproof sheet roofing mounted on MS structural frame made of 40x40x2mm SHS grid; standard gypsum false ceiling including suspenders, sections as required; modular joints; 2 nos. of electrical sockets; ceiling fans and adequate integrated lighting, complete with wiring, all fixtures; fittings, hardware, accessories and supporting members, complete in all respects; as per the approved drawings and concept design & Drawings provided in the NIT. (Qty. 24 Nos.) (As per the approved concept design provided in NIT)	1	Job		
4	Indoor Retail Stalls (Ground, First, Second & Third Floors): Providing, fabricating, supplying and installing modular indoor retail stalls with floor-specific finish palette, retaining the existing flooring, complete with display fixtures, storage units, counters, adequate integrated lighting, hardware, fittings, fixtures and accessories, complete in all respects, as per the approved drawings and concept design provided in the NIT, comprising the following: i. Retail Stall – Module 1, Size 3.00 m x 4.00 m x 2.40 m. (Qty. 34 Nos.) ii. Retail Stall – Module 2, Size 3.00 m x 4.50 m x 2.40 m. (Qty. 48 Nos.) iii. Retail Stall – Module 3, Size 6.00 m x 6.00 m x 2.40 m. (Qty. 6 Nos.) (As per the approved concept design provided in NIT)	1	Job		
5	Retail Zone Seating & Brand Fascia: Providing, fabricating, supplying and installing retail zone seating and brand fascia, complete with supporting framework, fixtures, fittings, hardware, accessories and all incidental works, complete in all respects, as per the approved drawings, and concept design provided in the NIT, comprising Continuous seating adjacent to indoor retail spaces, floor-specific finish theme comprising Ground Floor – Bamboo; First Floor – Metal; Second Floor – Wood; Third Floor – Stone, complete with supporting framework and finishes. (Qty. 40 Rmt) ; Metal Frame with FRP seats seaters around the columns and, 600 mm offset from the column parameter in semi open areas (Qty 4 Nos); Fixed individual seating in semi open areas - circular seater (stools) - 250 mm dia, height - 600 mm (Qty 8 Nos); Fixed seating around the column - benches, Metal Frame with FRP - 500mm x 1000 mm x 700 mm (Qty 4 Nos); Brand Fascia, Shop numbering, & brand names, small operator identity plates - Ground floor - Bamboo (qty.16 nos) , First Floor (qty.22 nos - Metal, Second Floor - Wood (qty.34 nos, Third Floor - Stone (qty.17 nos.) each with fabric slip on (As per the approved concept design provided in NIT)	1	Job		
6	Demonstration Area, Information Kiosk & Souvenir Vending: Providing, fabricating, supplying and installing demonstration area, information kiosk and souvenir vending elements, comprising helix-shaped bamboo/cane display structure with integrated display shelves of approximate size 7.5 ft height x 17 ft width x 35 ft length; souvenir vending machine with handloom-themed vinyl graphics, integrated touch screen interface and all necessary accessories; and information kiosk table in wood and bamboo/cane finish of size 1500 mm (L) x 600 mm (W) x 700 mm (H) with integrated 55-inch display screen, lockable drawers and storage underneath, including all supporting framework, fixtures, fittings, hardware, electrical connections, accessories and incidental works, complete in all respects, as per the approved concept design provided in the NIT. (As per the approved concept design provided in NIT)	1	Job		
7	Ground Floor Temporary Exhibition Gallery: Providing, fabricating, supplying and installing temporary exhibition gallery fit-out comprising modular display walls, movable display partitions, graphics, integrated lighting, running hanging channels, movable walls of size 4 ft x 7 ft (4 Nos.) and 8 ft x 7 ft (2 Nos.), complete with supporting framework, fixtures, fittings, hardware, accessories and all incidental works (Qty. 136 Sqm); providing, supplying, installing, testing and commissioning permanent projector setup comprising Full HD projector with minimum 3500 lumens brightness, HDMI connectivity, ceiling mount and all associated accessories (Qty. 1 No.); and providing and fixing glass doors and glass partition walls complete with all necessary hardware, fittings, patch fittings, floor springs, locks, handles, sealants and accessories (Qty. 18.75 Sqm), complete in all respects, As per the approved concept design provided in NIT.	1	Job		
8	F&B Area : Providing, fabricating, supplying and installing feature backdrop wall behind food and beverage counters comprising thematic graphic wall treatment with bamboo and cane finish, complete with supporting framework, fixtures, fittings, hardware, accessories and all incidental works, of wall size 25 ft x 9 ft (2 Nos.) (Qty. 41.82 Sqm); and providing and applying paint finish to walls and ceilings of the restaurant dining area, including all surface preparation and finishing, complete in all respects for handover to the operating partner (Qty. 208 Sqm), as per the approved concept design provided in NIT	1	Job		
9	Vishwakarma Gallery – Base Fitout & Display Systems: Providing, fabricating, supplying and installing the base exhibition fitout for the Vishwakarma Gallery comprising exhibition partitions, display walls, floor, wall and ceiling finishes, integrated lighting and associated works (Qty. 182 Sqm); providing and fixing glass doors and glass partition walls complete with all necessary hardware, fittings and accessories (Qty. 18.75 Sqm);providing and fixing museum-grade glass display cases for secure display of artefacts, textiles, archival material and objects, comprising toughened glass vitrines, display decks, integrated lighting, lockable hardware and conservation-appropriate finishes (Qty. 30 Rmt); providing and fixing Textile display rods, mounts, supports for textile pieces, SS/wood rods with reversible mounts as per approval & design finalisation (Qty 15 Rmt); providing and fixing Textile hanging channels (Qty 5 Rmt); providing and placing Display mannequins for extile displays (Qty 10 Nos.); providing and fixing Regional Masks for mannequin display (Qty 10 Nos.); providing, printing and fixing Printed object labels, captions, QR labels and mounts, - combination of Acrylic, metal, vinyl as per approval & design finalisation , 1. 18 inch x 12 inch (50 qty), 2. 6 inch x 12 inch (150) (Qty 200 Nos.); providing and placing Slim queue Managers metallic/black finish - (1ft max height from floor) (Qty 20 Nos.). (As per the approved concept design provided in NIT)	1	Job		

10	Vishwakarma Gallery – Graphics & Interpretive Elements: Providing, fabricating, supplying and installing exhibition graphics and interpretive elements comprising large-format graphics with dimensional text and selected 3D elements in printed ACP, acrylic, fabric panels, protective laminate and vinyl as per approval & design finalisation with sizes - 15 m x 2.70 m (Qty 40.5 sqm); Portrait frames, Frames Illustrations of Padma Shri Awardees, print on canvas (1ft x 1ft/1.5 x 1.5), and custom framing utilising fabric and acrylic protection (5cm thick frame with 25-35mm Depth) (Qty 22 Nos); Display structure for maximum 116 listed handloom traditions with swatches, photos, QR as per approval and design finalisation, Modular grid display with replaceable labels / Metal & fabric, total area of 10m x 2.7 m (Qty 1 nos); Transparent printed vinyl applications featuring handloom-inspired patterns, textile motifs, and graphic overlays (Qty 83.6 Sqm); Custom-cut typography, wayfinding elements, quotations, and interpretive text executed through precision-cut stencils, vinyl lettering and dimensional letterforms combination integrated within the exhibition environment. Provision for precision-cut vinyl, metal stenciled lettering as per requirement and design finalisation (approx 37.17 sqm area) (Qty 1 Ls); Printed Graphic Panels, Interpretive panels featuring exhibition narratives, object information, timelines, maps, and visual content. Includes graphic design adaptation, high-resolution printing, mounting systems, and protective laminate finishes., Large-format graphic + dimensional text + selected 3D elements, Printed ACP, acrylic, fabric panel, vinyl as per requirement & design finalisation with panels with protective laminate/ vinyl = 37.8 Sqm Aprox area (Qty 1 Ls). (As per the approved concept design provided in NIT)	1	Job		
11	Vishwakarma Gallery – AV, Digital Interactives & Feature Wall: Providing, fabricating, supplying, installing, testing and commissioning of QR based listening stations, Listening stations for rhythms/music/audio related to handloom with single-Cup Headphones (Qty 3 nos); Audio-Visual Multimedia Production, 4K or Full HD delivery, professional post-production standards, formatting compatible with gallery display hardware, 20-30 min final releases from 10 people raw shoots (Qty 1 Ls); Digital Screen, 75-inch/ 85" UHD 4K commercial digital display screen with wall mount bracket and HDMI and Wifi connectivity (Qty 1 Nos); 15 inch commercial screens with enclosure (vertical) - Vishwakarma Gallery (Qty 6 Nos); Interactive touchscreen in Vishwakarma gallery, 20 inch commercial screens with enclosure, all horizontal, software/app/content development (Qty 2 Nos); 32 inch commercial touch screens with enclosure, all horizontal, software/app/content development (Qty 2 Nos); Awardee work showcase zones, enhanced display zones for awardee works/textiles, Casework/display rods/plinths/labels in clusters, Area - 57.5 sqm approx (Qty 1 Nos); St. Kabir Wall, Jacquard cards inspired installation on wooden frame with jacquard cards on the wall., Wall size - 19.6 x 8 ft, MDF / CNC cut base is of solid wood / PU Polish as per requirement and design finalisation (Qty 7 Nos); Wooden recycled loom framing inspired installation framing the screen 85" (Qty 1 Nos); 15" Interactive screen/tab/ with builtin app /, 2 single cup headphones, Poidum (42"), software/app development (Qty 1 Nos); Provision for ambient sound and music in the gallery (Qty 1 Ls). (As per the approved concept design provided in NIT)	1	Job		
12	Indoor Passageways & Circulation Displays Providing, fabricating, supplying, installing, testing and commissioning indoor passageway and circulation display elements comprising thread-based art installations of Size 19 ft x 9 ft each (Qty 4 Nos); Semicircular archs with information, Metal and Wood combination structure with Paint + Sided edges metallic laminate/paint + Vinyl with text, size = 4m x 1m, semi circular panels all along the passageway (Qty 6 Nos); Custom design structure to support screens, 32 inch touchscreens - 2 / Single cup headphones - 2, with floor mounted HDHMR structure to hold the screens, software/app/content development (Qty 1 Nos); Printed - Mural on Canvas, Canvas based printed mural on the ceiling in ground floor open passageway, 15.5 m x 5m, High Resolution , Protective & FR coated finish (Qty 1 Nos); Indoor passageway, Stepped pedestals with provision to hang from the ceiling (Qty 4 Nos); Hanging Banners, Suspended from the Canvas banners from the ceiling, Size : 4m x 1m (Qty 5 Nos); Pedestals, Showcasing temporary exhibits by students, designers, and other stakeholders, size - 1 x 1 ft - 5 no., size - 1.5 x 1.5 - 5 no. (Qty 10 Nos); Glass display cases (Qty 10 Nos); Hanging channel provision (Qty 50 Rmt); Floor Standing Screen 55 Inch Digital Frame Ultra High Vertical (Qty 4 Nos). (As per the approved concept design provided in NIT)	1	Job		
13	Immersive Room (Second Floor): Providing, fabricating, supplying, installing, testing and commissioning the immersive room comprising room preparation, blackout treatment, projection surfaces, minor acoustic lining, wall panelling, flooring and all associated civil, electrical and interior works for an area of approximately 85 Sqm; commercial laser projection system comprising 3-side projection arrangement with 8 Nos. laser projectors of 5000–7000 lumens, Multi-output server with UPS and licensed software @ 1, -6-8 speaker system with subwoofer/ Surround Sound Audio, -FR fabric, tracks, signage, -Programming, testing, & calibration, - Mirror depth system, - Surround Sound Audio (Qty 1 Ls); providing and developing immersive multimedia content including high-resolution photographs, videos, animations, illustrations and other digital media in 4K MP4 format, complete with content creation, editing and rendering (Qty 1 Ls); providing, supplying, installing and commissioning operator control interface comprising tablet or touch panel for control of immersive scenes, including software integration and all accessories (Qty. 1 No.), complete in all respects. (As per the approved concept design provided in NIT)	1	Job		
14	Cafe Spaces (All Floors): Developing, Providing, fabricating, supplying and installing Counter near seating in cafe space, Metal structure with stone/ceramic/ fabric/ mud/wood finish - floorwise finish, Offset counter from both the sides - 600 mm out, height: 900 mm (Qty 42 Mtr); Stools near counters in cafe space, FRP/Metal - with stone/ceramic/ fabric/ mud/wood finish - floorwise finish, Round seaters - 500 mm dia, 750 mm height (Qty 30 Nos). Seating Material floorwise: Ground floor - Bamboo , First Floor - Metal, Second Floor - Wood, Third Floor - Stone as per approval and design finalisation (As per the approved concept design provided in NIT)	1	Job		
15	Entry Structures & Outdoor Built Elements: Janpath Entry Structure - Providing, fabricating, supplying, transporting, installing, testing and commissioning Floating orb showcasing handloom motifs, Floating orb installation at the Janpath Pedestrian entry made out of FRP & Metal including lighting, - Orb dimension: 5m diameter, - Orb suspension height: bottom at 4m (Qty 1 Nos); Banjara Lane Entry Structure 1 (Vehicular);, Handloom Haat written with bamboo, lantana per requirement and design finalisation including elements related to handloom traditions attached which includes shuttles, thread bobbin, spindles etc, Bamboo, Lantana per requirement and design finalisation based entry gate with metal frame as base including lighting, - 6 m x 2m, - 4.5 m clear height (Qty 1 Nos); Banjara Lane Entry Structure (Pedestrian), Handloom Haat written with Bamboo and lantana per requirement and design finalisation - including elements related to handloom traditions attached which includes shuttles, thread bobbin, spindles etc/ Metal frame base including lighting, 3 m x 1.5 m, 2.7m clear height (Qty 1 Nos); Janpath entry Structure 2 :, Mesh metal structure with lighting, - 6 m x 2m, - 4 m clear height (Qty 1 Nos); Outdoor sheltered walkway - Metal frame work walkway with, provision replacable canopy, Approx size 5 x 50 m (Qty 2 Nos); Outdoor Seaters Dome Shaped seating shelters, Height - 8 ft., Dia - 8 ft. (Qty 2 Nos); Outdoor Canopy for the above (Qty 2 Nos); Wastebins (Qty 12 Nos).complete with anchoring arrangements, fixtures, fittings, hardware, accessories and all incidental works, complete in all respects, as per the approved concept design provided in the NIT.	1	Job		
16	Electrical & Lighting Works: Providing, supplying, fabricating, procuring, installing, testing, commissioning and handing over complete electrical, lighting and associated systems, including content development, software programming, system integration and all incidental electrical works wherever applicable, as required for the execution of works: Hanging Lamps for ambient lighting - floorwise finish (Qty 1 Ls); Outdoor Lamps, Jacquard card inspired lamps with lighting provision, 30 x 30 cm base, Height 1 m including 20 cm base, Metal cut Jaquard pattern inspired lamps with protective coating - size 1 ft x 1 ft x 3 ft. (with base of 1.2 x 1.2 x 1.5) (Qty 30 Nos); DB modifications, Modification/addition of distribution boards for stalls, lighting, AV, cafes (Qty 1 Ls); Additional wiring/conduits, Wiring/conduits for new points, lighting, signage, AV (Qty 2600 rmt); Gallery track lighting rails, Lighting tracks for galleries and retail zones (Qty 1600 rmt); Track spotlights, LED track spotlights for stalls, galleries (Qty 2000 nos); Linear/wall washer lights, Wall washers for graphics/exhibits (Qty 300 rmt); Parking + vehicular driveway, Post lamps - 30 w Led light , 3K (Qty 10 Nos); Entries - Janpath, Gujarati Mkt (two entries), Janpath Bhavana, strap spotlights - IP65, 10 W, - Will be mounted on the entry structures (Qty 20 Nos); Foodcourt Spotlights mounted on the structure of the Bamboo lantana, IP65 outdoor spotlights, - Matt black finish (Qty 8 Nos); Walkway Spotlights mounted on the structure of the walkway (Qty 10 Nos); Outdoor installation (Loom & Shuttle Trees), Spotlights mounted on floor, IP65 outdoor spotlights Matt black finish (Qty 28 Nos). including all mounting accessories, brackets, wiring, conduits, control gear, drivers, junction boxes, supports, connectors and all incidental works, complete in all respects, as per the approved concept design provided in the NIT.	1	Job		

17	<p>Art Installations (Commissioned Works): Providing, fabricating, supplying, transporting, installing, testing and commissioning of Recycled Metal Loom Sculpture - Art installation, Large-scale sculptural installation inspired by traditional handloom forms and fabricated using recycled metal components., Approx. Area for Installation - 6 x 6 m (Qty 1 Nos); Suspended Origami Art Installation (SITC) Made from Handloom Textiles, layered fabric elements, movement, light, and shadow across the exhibition space. (Approx. size: 5.6 m x 6.5 m), Lightweight installation, suspended with SS cables and ceiling anchors (Qty 1 Nos); Site-specific artistic installation, integrating contemporary design with traditional craft narratives., fabrication, installation, lighting integration, and display support as required., = wall size -(10'-8" x 8 feet) (Qty 1 Nos); Art Installation Large-format visual installation featuring archival imagery, historical narratives, and interpretive graphic content, MS & Metal Mesh Structure, Base Anchoring, Handloom Textile scraps , Stainless steel wire, Hanging lights ,Handloom fabric made elements such as birds,fish, Size aprox 8.5*11.5 mtr (Qty 1 Nos); Tree of life Art Installation, Mild Steel Structure, Mesh Branches, Base & Anchoring, Handloom scraps, handloom textile based natural elements (3D) such as - birds, fish, leaves, cocoons/ stainless steel wire., Size - Height: 8 ft., Canopy: 8 feet, Permanent part: Handloom Birds, Handloom Fish, Textile Cocoon & Textile Leaves, Suspended lighting as per requirement and design finalisation : Height 4 feet, Cane basket required, As per approved design, concept and details by Architect (Qty 1 Nos); Art Installation contemporary; Material Copper - in varying gauges, cotton yarn, silk yarn, gold and silver zaradozi (Qty 1 Nos); Jacquard Card based - Art Installation, 140 x 164 inches, Jacquard cards (Qty 1 Nos); Shuttle garden size: 16 feet x 16 feet, artsitic handloom Shuttles on Metal Rods with colourful threads, as per requirement and design finalisation I (Qty 1 Nos); Natural Dyes & handloom Process Installation, Informative installation around natural dyes,history, handloom processes,Acrylic, HDHMR (combination) as per requirement and design finalisation , Size - 2 m x 1.5 m, Qty - 3 (Qty 1 Nos);Handloom inspired pin wheel Installation a textile based on installation, artwork with metal/frame/base, = 4m x 4m criss cross structure (Qty 1 Nos) complete with anchoring arrangements, fixtures, fittings, hardware, accessories and all incidental works, complete in all respects, as per the approved concept design provided in the NIT.</p>	1	Job		
18	<p>Painting & Surface Finishes:Providing and applying painting and surface finishes comprising matte emulsion paint to ceilings with theme-neutral base finish, including all necessary surface preparation, primer, putty, finishing coats and allied works (Qty. 5113 Sqm); matte emulsion paint to walls with theme-neutral base finish, including all necessary surface preparation, primer, putty, finishing coats and allied works (Qty. 1653 Sqm); and providing, printing and fixing handloom motif-based floor graphics/stickers of approved design, complete with high-quality anti-skid, wear-resistant protective finish and all necessary adhesives and accessories (Qty. 400 Nos.), complete in all respects and as per concept design provided in the NIT.</p>	1	Job		
19	<p>Providing, collecting, compiling Handloom related content for digitisation and archival research to be showcased in digital screens, graphical banners (Qty 1 Ls); Developing an office area of approximately 185 Sqm - comprising conference room complete with conference table (Qty. 1 No.), conference chairs (Qty. 20 Nos.), office cabins, cubicles, workstations, partitions, furniture, fixtures, fittings, hardware and all associated accessories, complete in all respects (Qty. 1 L.S.). (As per the approved concept design provided in NIT)</p>	1	Job		



বাংলাদেশের তাঁতি
 বাংলাদেশের বহুমানচিত্রিক তাঁতি এর উৎপত্তি
 লক্ষ্য করা যায় আদিবাসীদের কোমর তাঁতি
 টাংগাহলের বিশ্বাত তাঁতির শ্রী চাকার
 প্রসিদ্ধ জামদানী, মণালিন ও বেনারসী
 পুপুরের শকরাঙ্কি, বাকস্বীর দিল্লি মহাবালাদেবীর
 প্রায়শই অঞ্চলে তাঁতি শিল্প আদি কাল থেকে
 প্রতিষ্ঠিত হয়েছিল। বস্ত্র রচনা কৌশল ও মূল্যবোধ
 এখন আজও তাঁতী ছিন্ন নাশে প্রচুর পরিচর রয়েছে।



জামদানি
 জামদানি বাগাশতলা দিয়ে
 তৈরী এক ধরনের পরি ষ্টেম
 বস্ত্র প্রাচীন কালের মিহি
 মণালিন কাপড়ের উত্তরাধিকারী
 হিচাবে জামদানি বাগালীপুরে
 অতি পরিচিত মণালিনের
 উপর নকশা করে জামদানি
 কাপড় তৈরী করা হয়।

HANDLOOM HAAT



SPACES WITHIN HANDLOOM HAAT

OUTDOOR

FRONT FACADE

BACK FACADE

OUTDOOR STALLS

OUTDOOR INSTALLATION X2

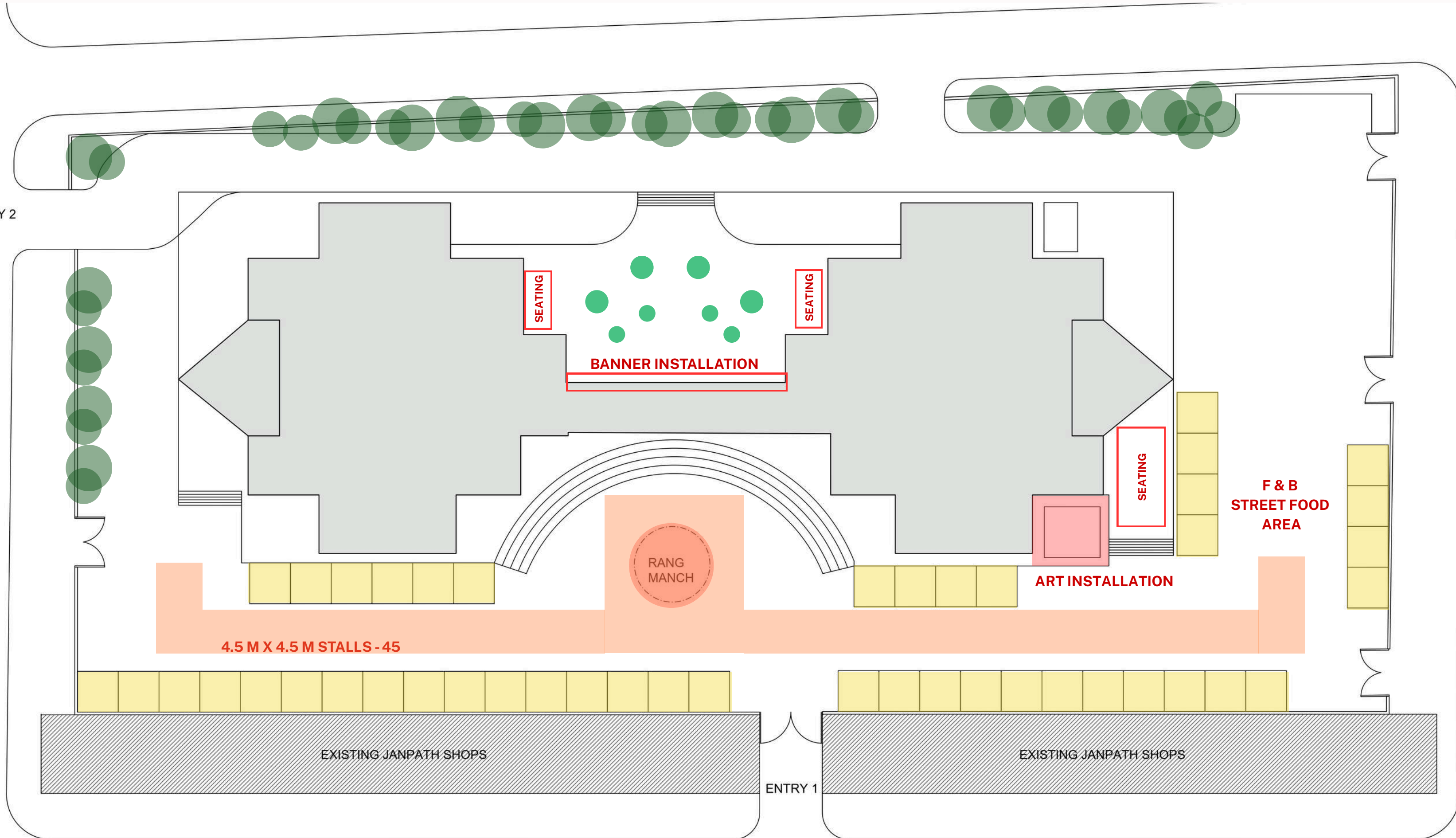
RANGMANCH FOR PERFORMANCES

HANDLOOM HAAT WRITTEN

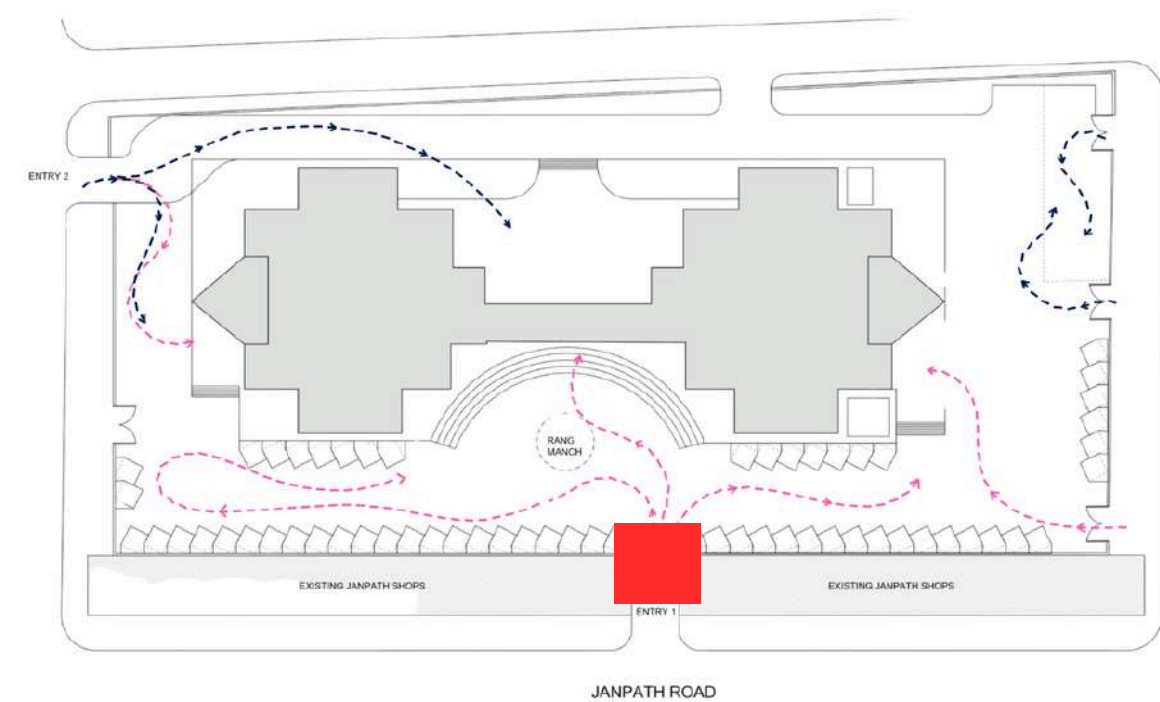
ENTRY POINT STRUCTURES

SIGNAGES ACROSS THE STREETS
LEADING UPTO THE SPACE

ENTRY 2



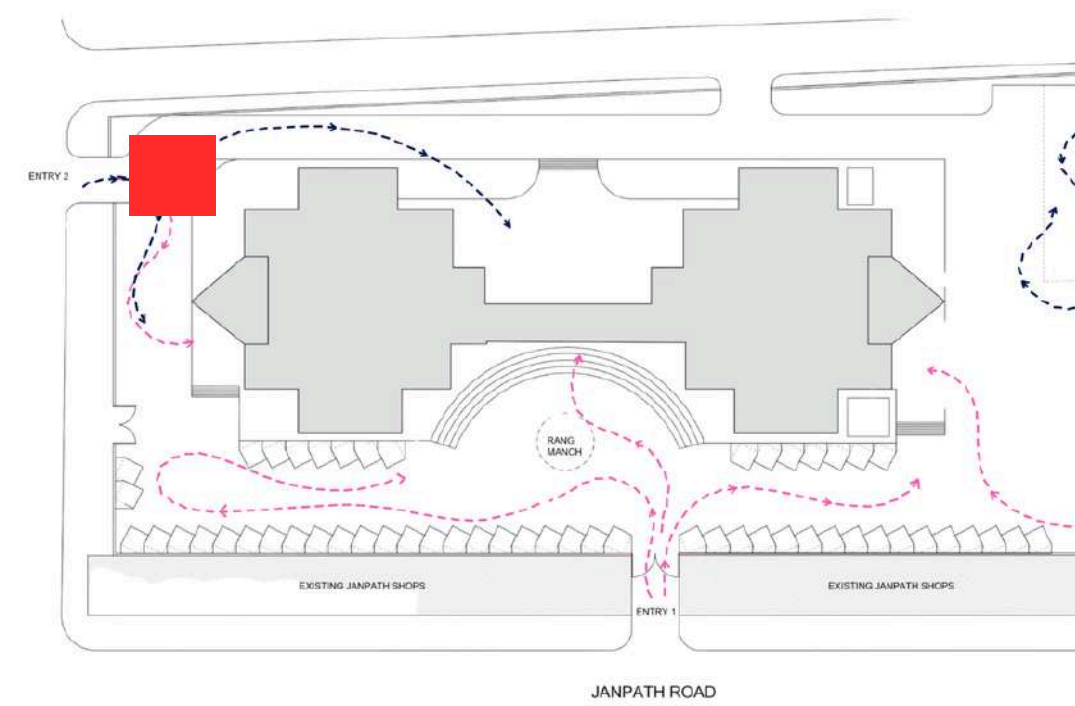
JANPATH ROAD



**ACRYLIC INSTALLATION FEATURING SAREE BORDERS
INSPIRED BY VARIOUS HANDLOOM TRADITIONS**

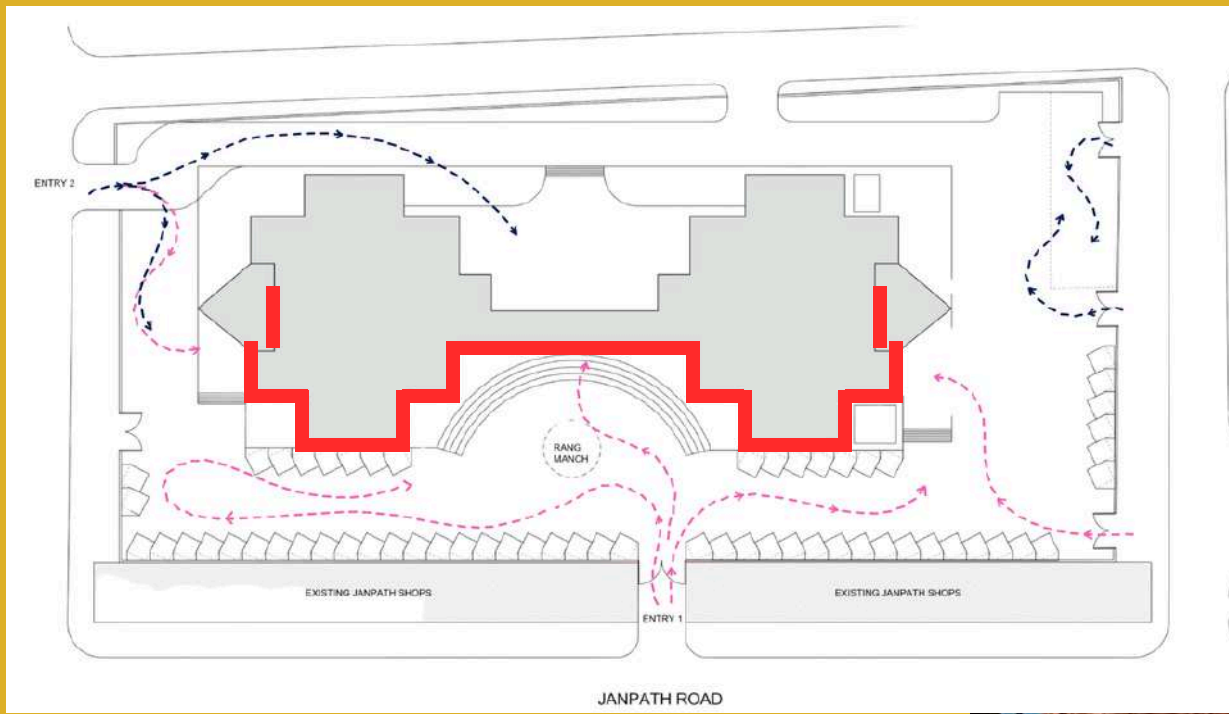
**PEDESTRIAN
ENTRYWAY FROM
JANPATH ROAD**





**PEDESTRIAN
ENTRYWAY FROM
GUJRATI LANE**

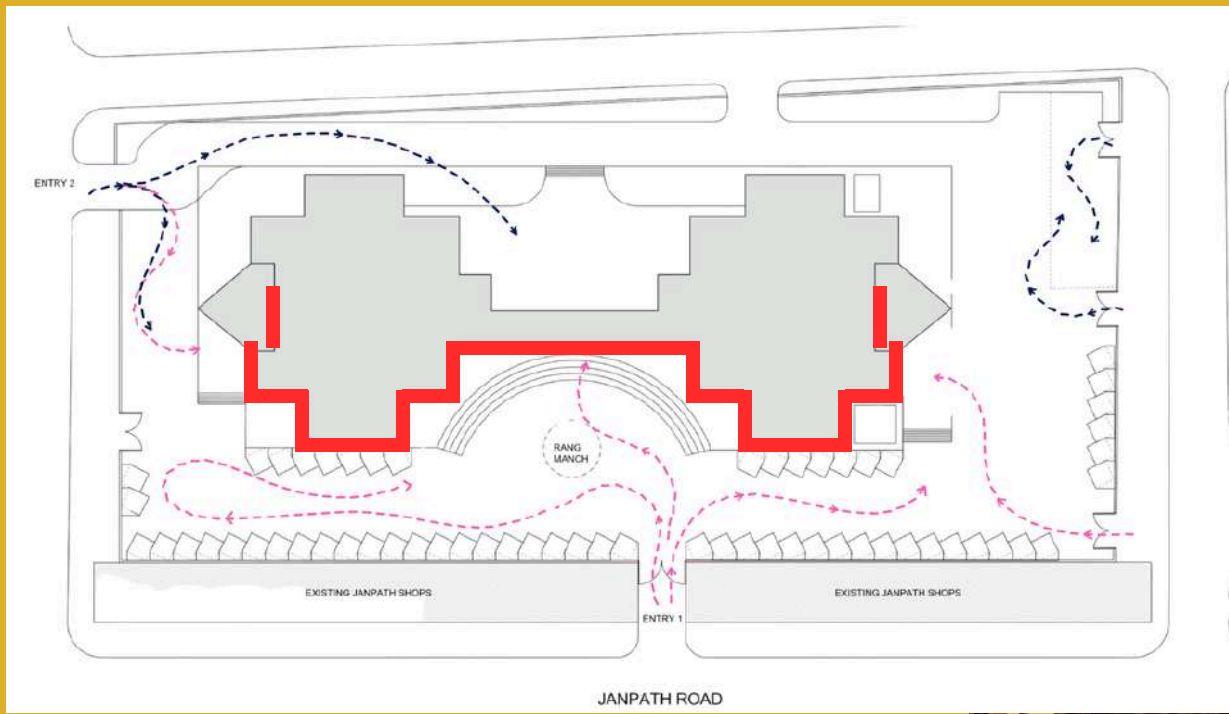
**BAMBOO BASED
SIGNAGE WITH
HANDLOOM HAAT
WRITTEN**



**FRONT
FACADE**

OPTION 1

**BRICK CLADDING
COMBINED WITH
TERRACOTTA JALI
ON MS FRAME**



**FRONT
FACADE**

OPTION 1

**BRICK CLADDING
COMBINED WITH
TERRACOTTA JALI
ON MS FRAME**



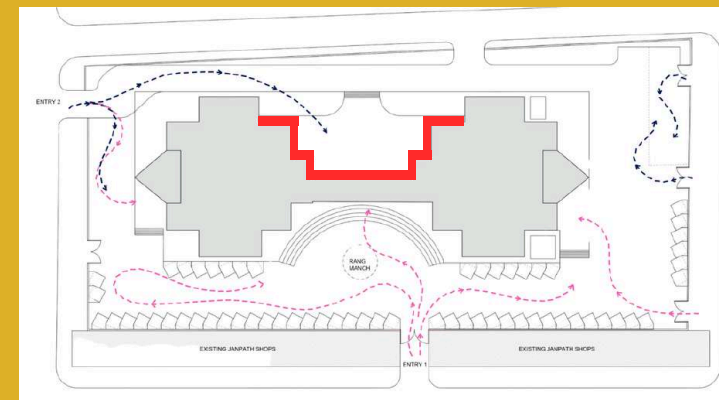


BRICK CLADDING COMBINED WITH TERRACOTTA JALI ON MS FRAME



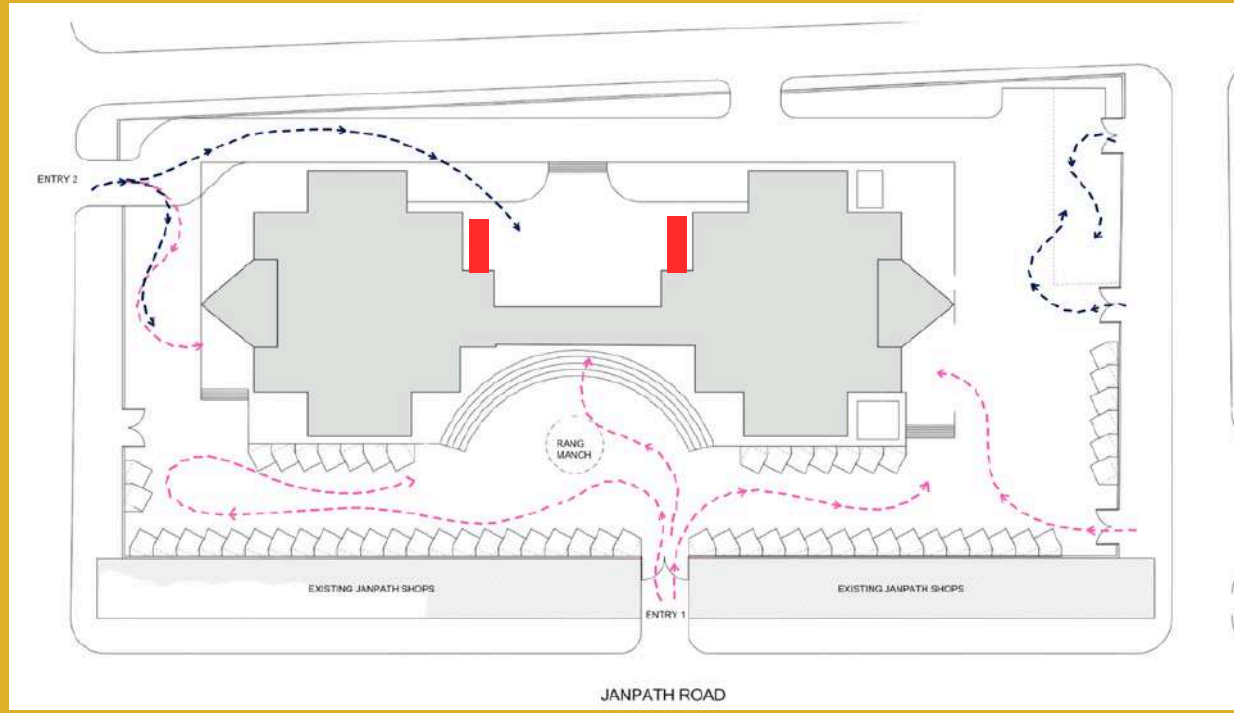
**BACK
FACADE**

BRICK CLADDING COMBINED WITH TERRACOTTA JALI ON MS FRAME



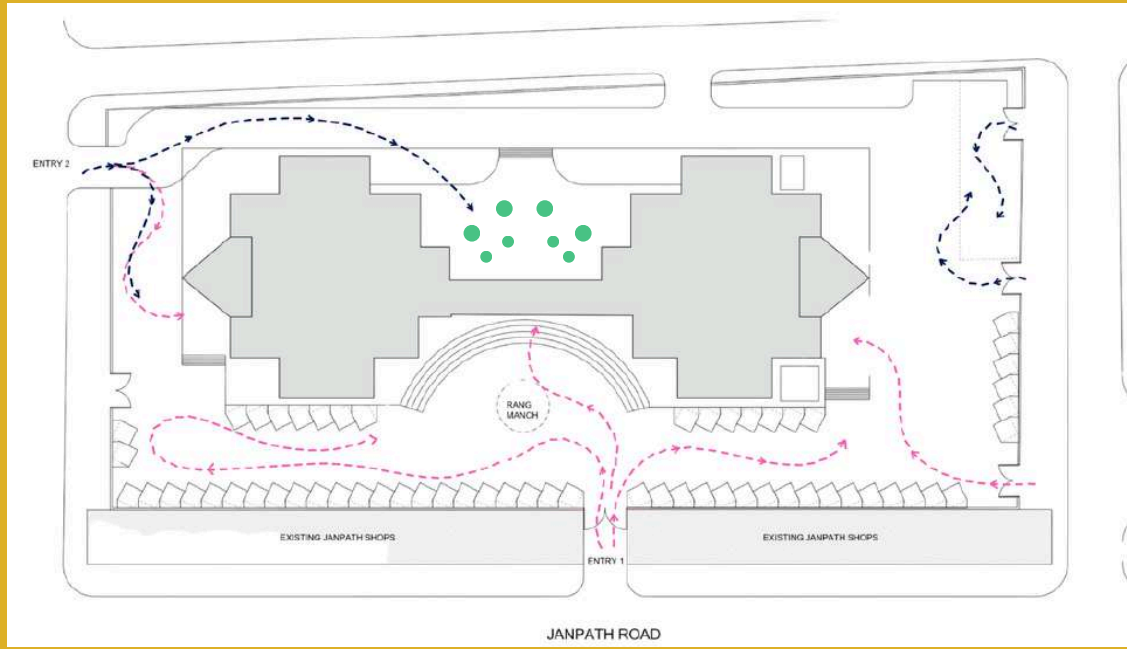


AI GENERATES IMAGE-
NOT TO SCALE



BACK FACADE PHOTO POINTS/ SEATING





BLOOM OF THE LOOM

A field of gigantic flowers crafted from handloom shuttles. Once instruments of weaving, they now rise in a new form—blooming in stillness, celebrating the beauty of craft, labor and transformation.

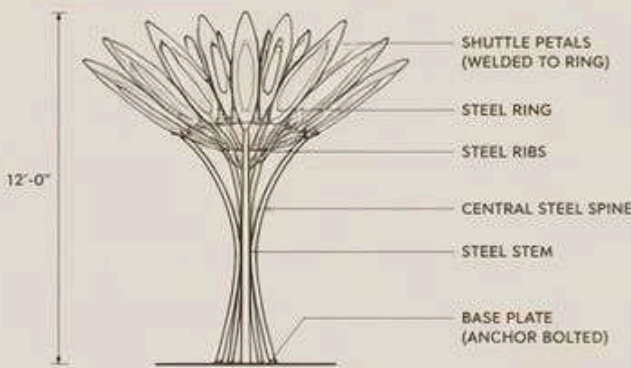


OUTDOOR ART INSTALLATION

CONCEPT



STRUCTURE DIAGRAM



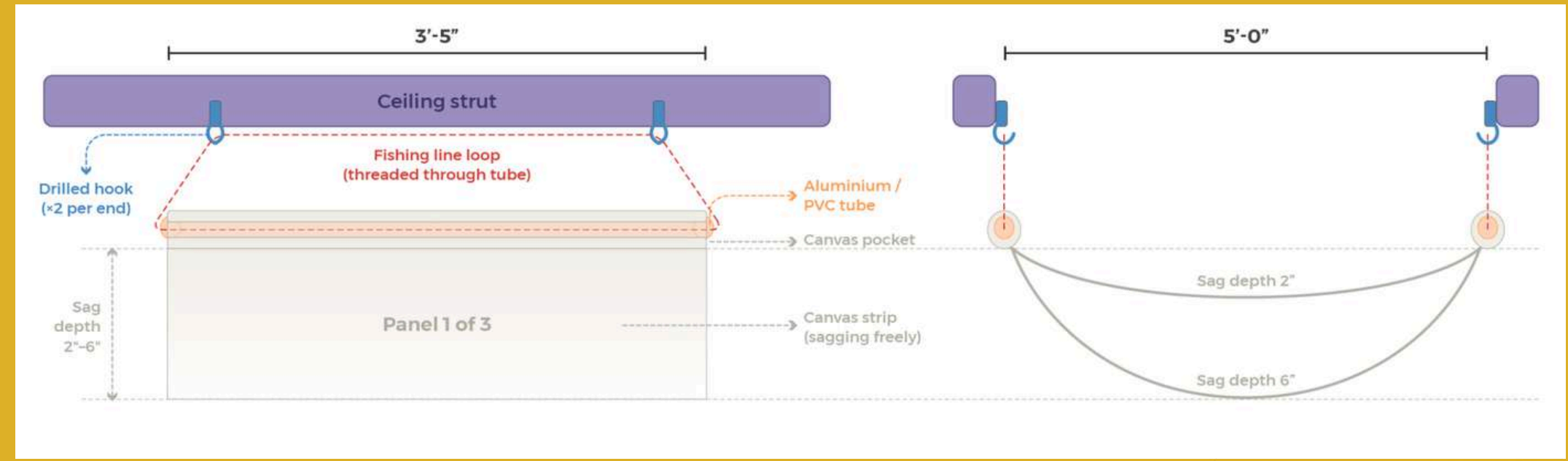
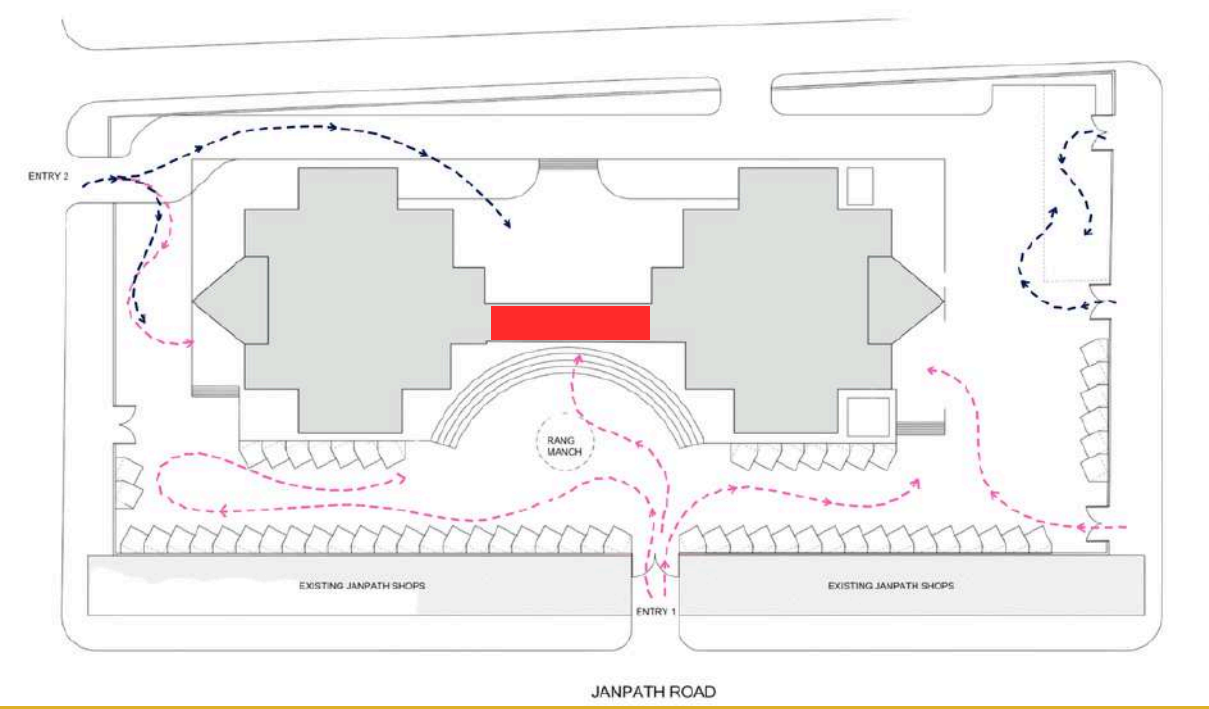
MATERIAL PALETTE

- WOOD (HANDLOOM SHUTTLES)
- STEEL (STRUCTURE)
- THREAD (DETAIL)

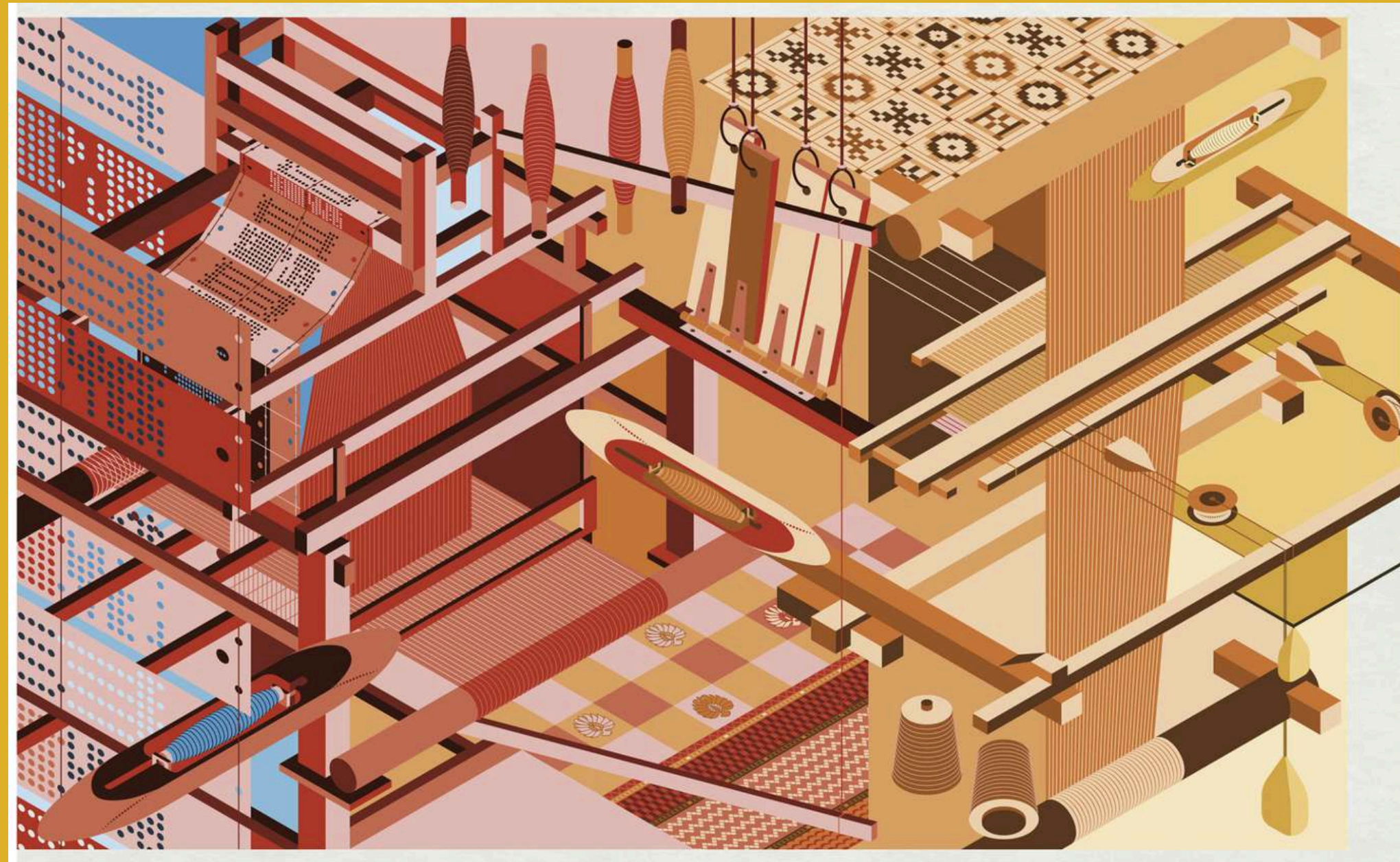
FINISH

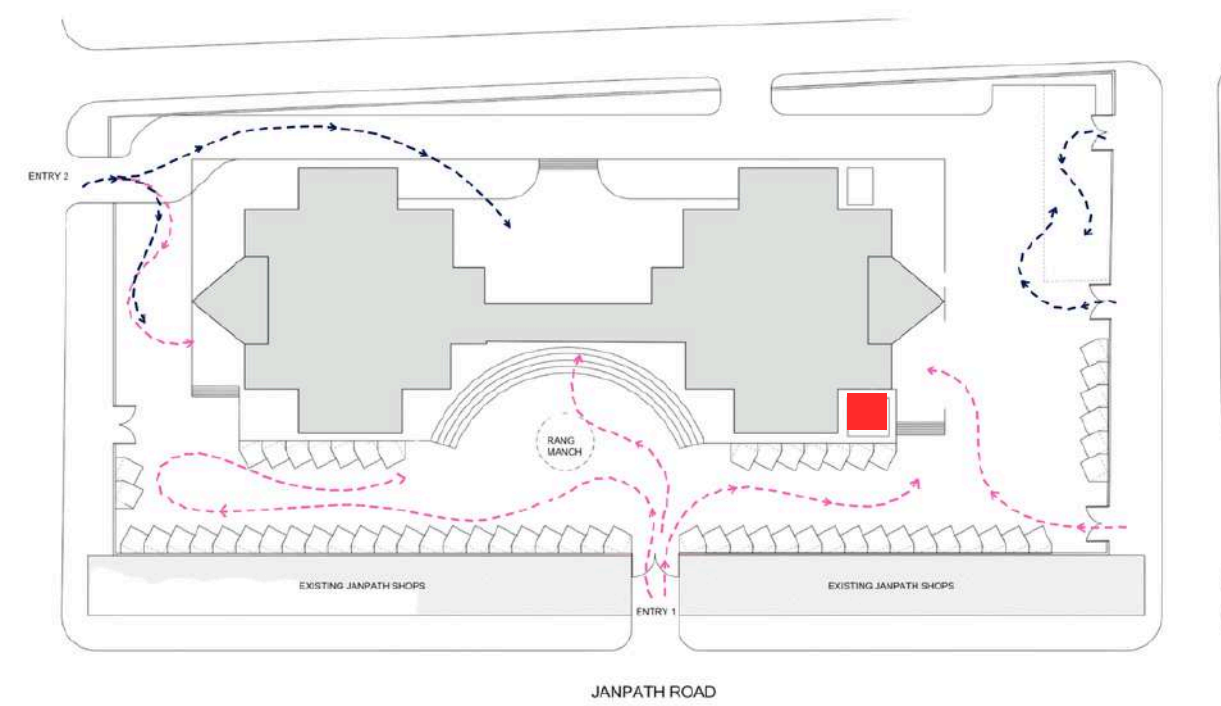
NATURAL WOOD FINISH WITH CLEAR COAT
STEEL WITH WEATHER RESISTANT COATING





PASSAGE WAY MURAL





LOOM MADE OUT OF RECYCLED METAL

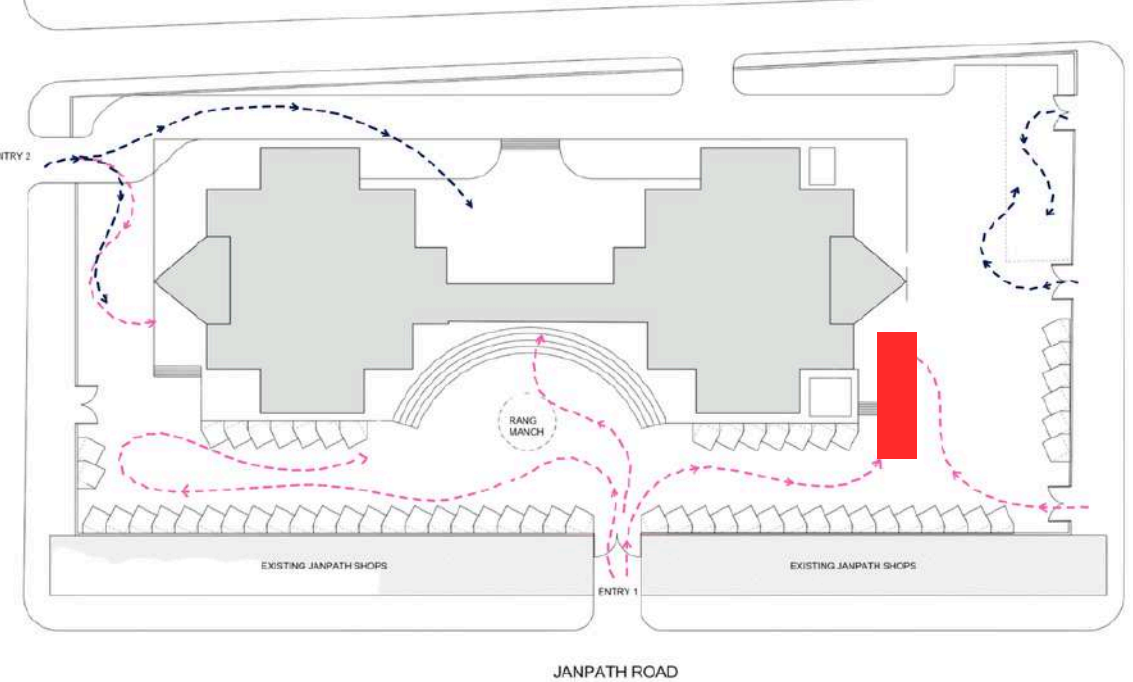
OUTDOOR ART INSTALLATION

In collaboration with artist



AI generated images for reference only





2. ROLLING CART STALL (TRANSFORMING CART → SHOP)

<p>CLOSED STATE</p>	<p>1. TOP SPLITS INTO TWO WINGS</p>	<p>2. FRONT PANEL SLIDES UP THEN DROPS DOWN</p>	<p>3. SIDE PANELS EXTEND OUT</p>	<p>4. INNER RACK SYSTEM POPS UP</p>
<p>STRUCTURE (FRAMEWORK)</p>	<p>EXTENDABLE PARTS</p>		<p>OPEN STALL (FULL SETUP)</p>	

OUTDOOR STALL DESIGN

F& B, OUTDOOR STREETFOOD ZONE



STANDALONE LOCKABLE UNITS



<p>1. OPEN Hydraulic-assisted roof opens smoothly</p>	<p>2. DISPLAY Spacious counter & back panel to display handicrafts</p>	<p>3. CLOSE Roof lowers down and panels fold in</p>	<p>4. LOCK Secure latch system locks the stall</p>	<p>5. STORE Compact, safe & rainproof until next use</p>
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OUTDOOR WALKWAY

Metal or wooden framework for outdoor pathway where various semi permanent or temporary elements can be added which can be replaced or rotated seasonally to refresh colours/patterns.

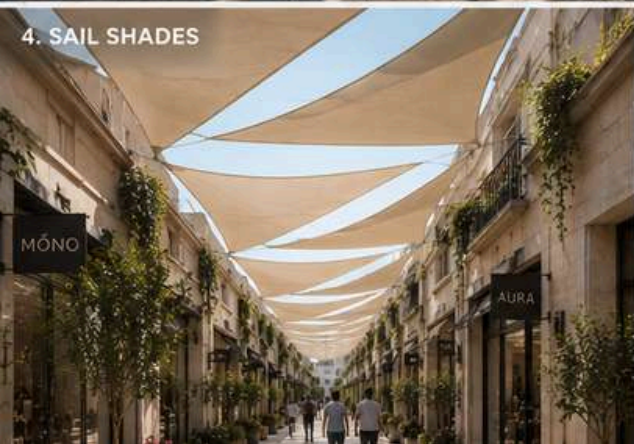


AI generated image- for reference only

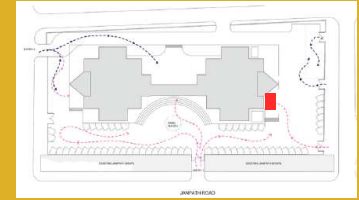




Options that
can cover
both rain and
sun for
August



OUTDOOR SEATING



Outdoor seating or shaded areas with bamboo and cane/Lantana structures

INDOOR

Ground Floor

PERMANENT EXHIBIT

STALLS

F&B

INFORMATION KIOSK

INSTALLATIONS

DEMONSTRATION
AREA

First Floor

VISHWAKARMA
GALLERY

STALLS

F&B

HANDMADE ARCHIVE

KIOSK/INSTALLATION

PASSAGE DISPLAY

Second Floor

EXHIBITION/
WORKSHOP SPACE

COFFEE SHOP

IMMERSIVE ROOM

STALLS

KIOSK/INSTALLATION

PASSAGE DISPLAY

Third Floor

CO-WORKING SPACE

LOUNGE AREA

RESEARCH CENTER

OFFICE SPACE

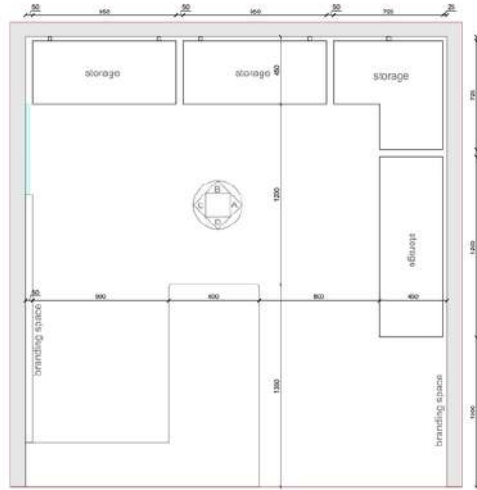
COFFEE SHOP

STALLS

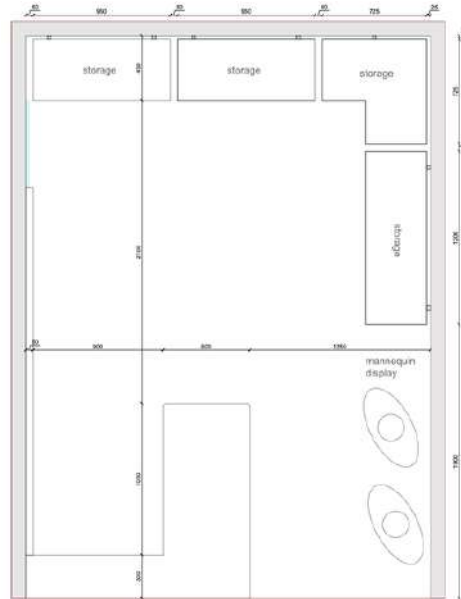
PASSAGE DISPLAY

RETAIL STALLS

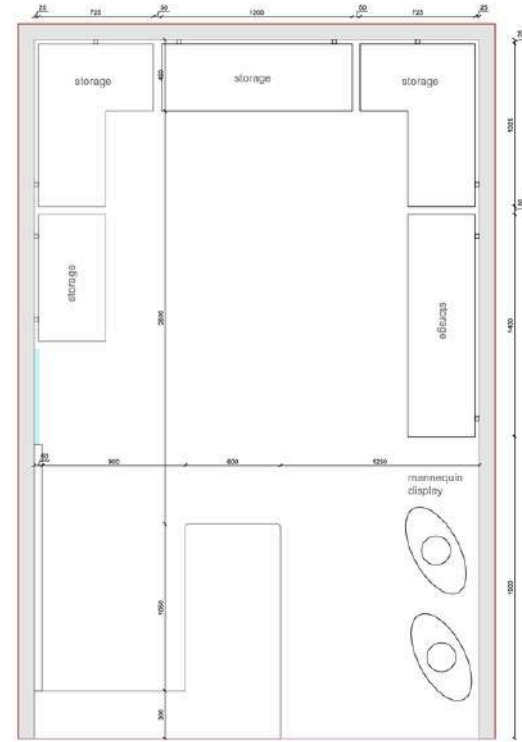
OPTION 1



OPTION 1
MODULE 1 - 3M X 3.1M



OPTION 1
MODULE 2 - 3M X 4M



OPTION 1
MODULE 3 - 3M X 4.5M

INDOOR STALLS

Different shop sizes:

3m x 4m (34 nos.)

3m x 4.5m (48 nos.)

6m x 6m (6 nos.)

*6m x 4.5m made by combining 2
of 3m x 4.5 m in SF and TF

Provisions in each stall

Cashier desk

Wall based displays

Hanging display provisions

Minimal storage for inventory

Mirror surface

Electrical point

Lockable doors



GROUND FLOOR

-op 1

Focus

Origins & Histories

Material

Bamboo, Cane,
Rattan, Jute, Khadi



GROUND FLOOR

Bamboo Cane Surfaces



GF RETAIL STALLS

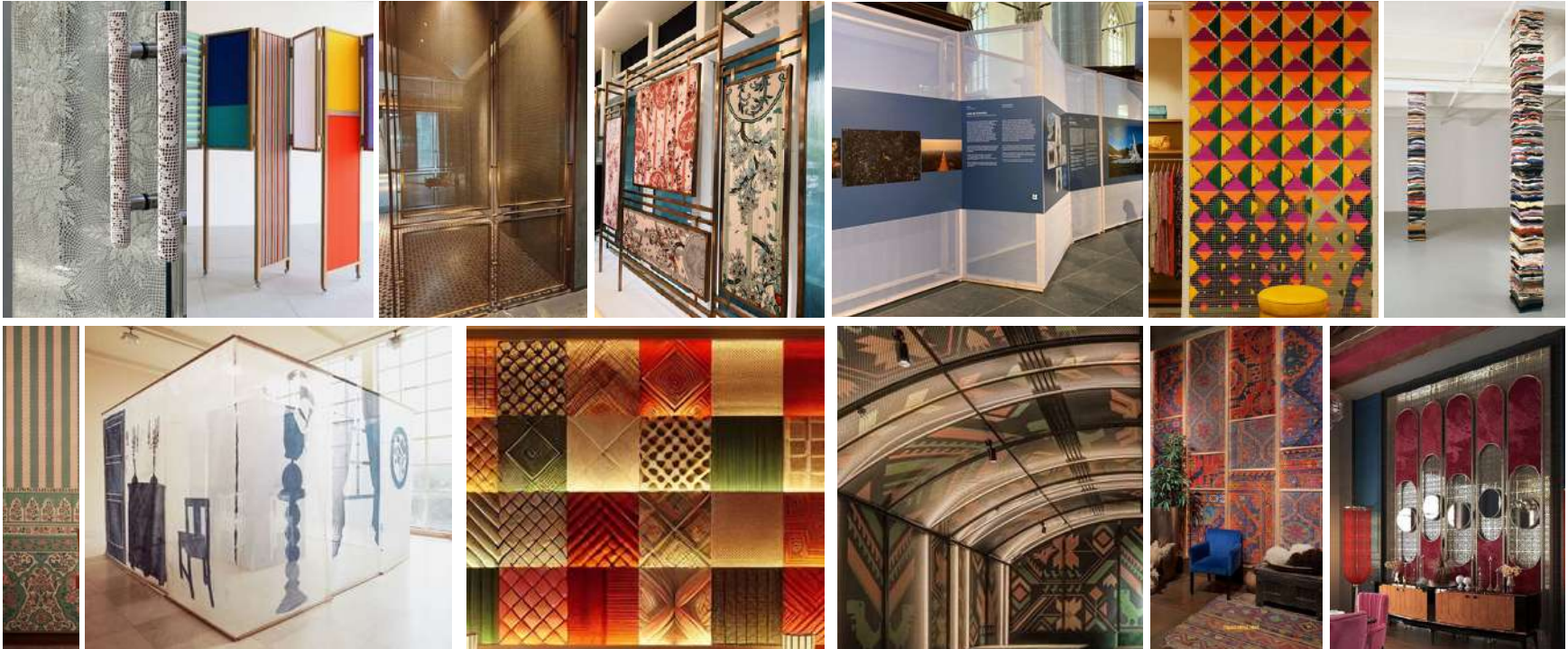






FIRST FLOOR

Metal and Fabric surfaces









SECOND FLOOR

Focus

Process & Production

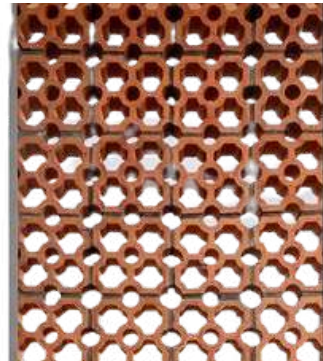
Material

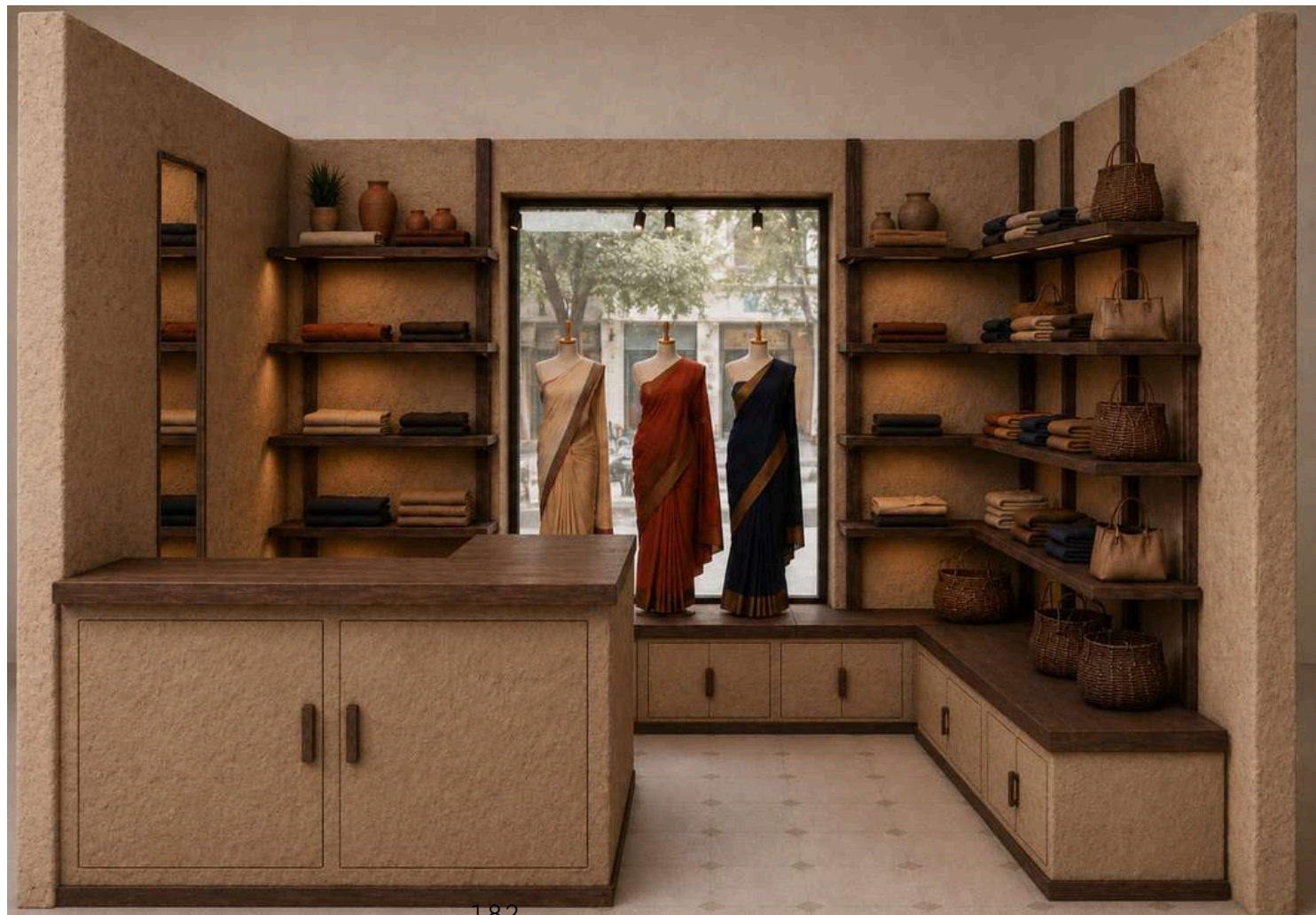
Mud and Wood



SECOND FLOOR

Mud and wood surfaces







THIRD FLOOR

Focus

Innovative Interpretations

Material

Stone and Ceramics



THIRD FLOOR

Stone and ceramic surfaces



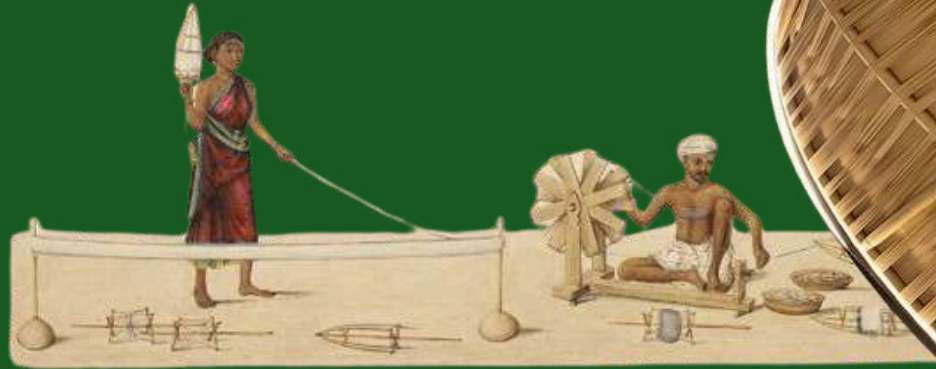


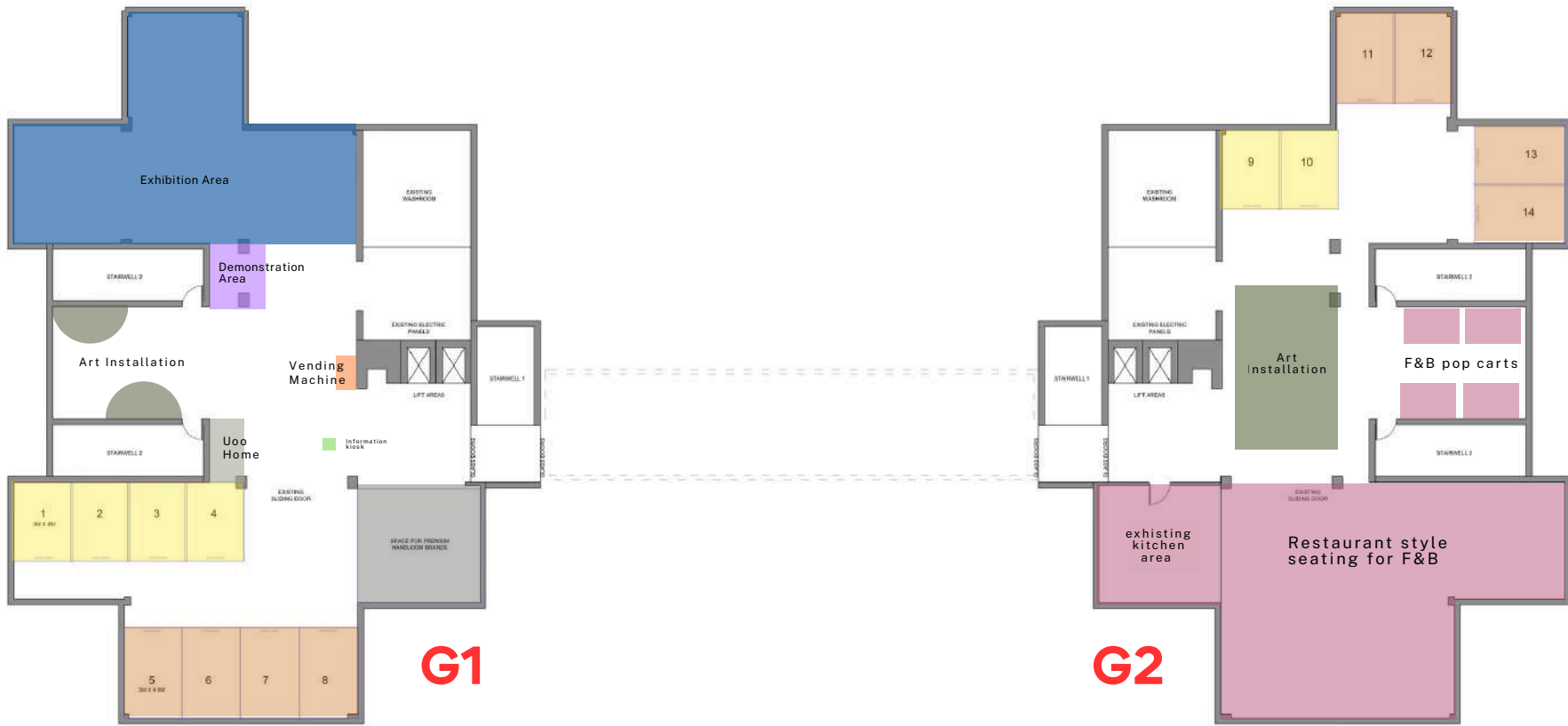


GROUND FLOOR

Origins & Histories

*Bamboo, Cane,
Rattan, Jute, Khadi*

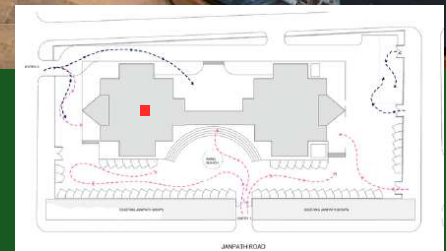




Ground Floor

- Temporary Exhibition area
- 3m x 4m stalls (6 nos)
- Art Installations
- F&B Area
- 3m x 4.5m stalls (8 nos)
- Demonstration areas
- Information Kiosk + Art Installation Area
- Space for premium brands (6m x 6m)

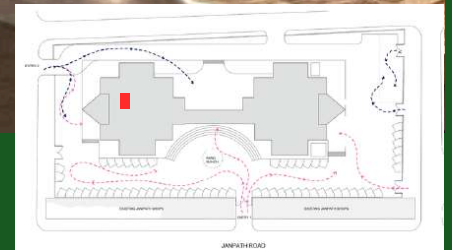
INFORMATION KIOSKS



References

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DEMONSTRATION AREA



References

RETAIL SPACE SITTING AREA SEATING



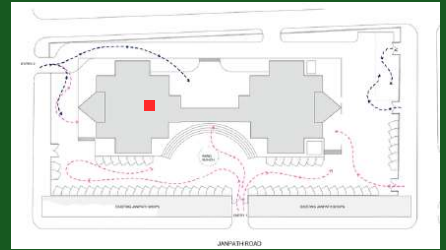
References

SEMI OPEN AREA SEATING



HANDLOOM VENDING MACHINES

- Switch books talking about one particular handloom tradition
- Handloom/Handicraft small sized souvenirs
- Pocket puzzles where you can recreate famous weave patterns
- weave patterns



Customisations Available



CRAFT MERCH IN THE VENDING MACHINE



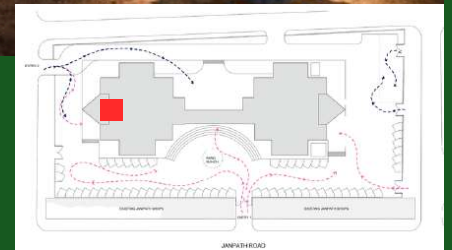
ART INSTALLATION

OPTION 1

In collaboration with Artist Ankon Mitra



An origami installation using handloom fabric

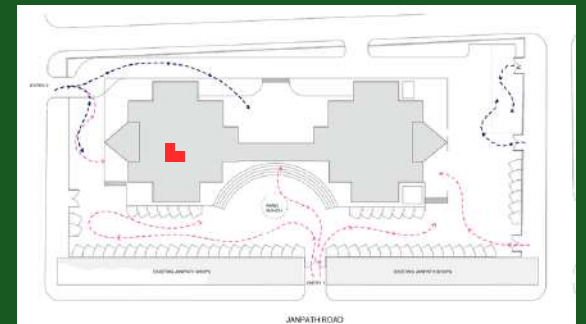


ART INSTALLATION

OPTION 4



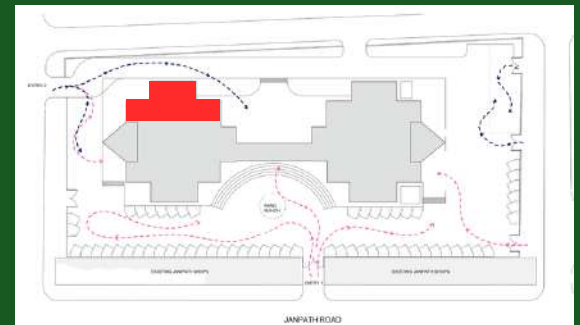
A tribute to weaving traditions of **North-East Indian States**
In collaboration with UOO Home



EXHIBITION/ WORKSHOP AREA



Reference

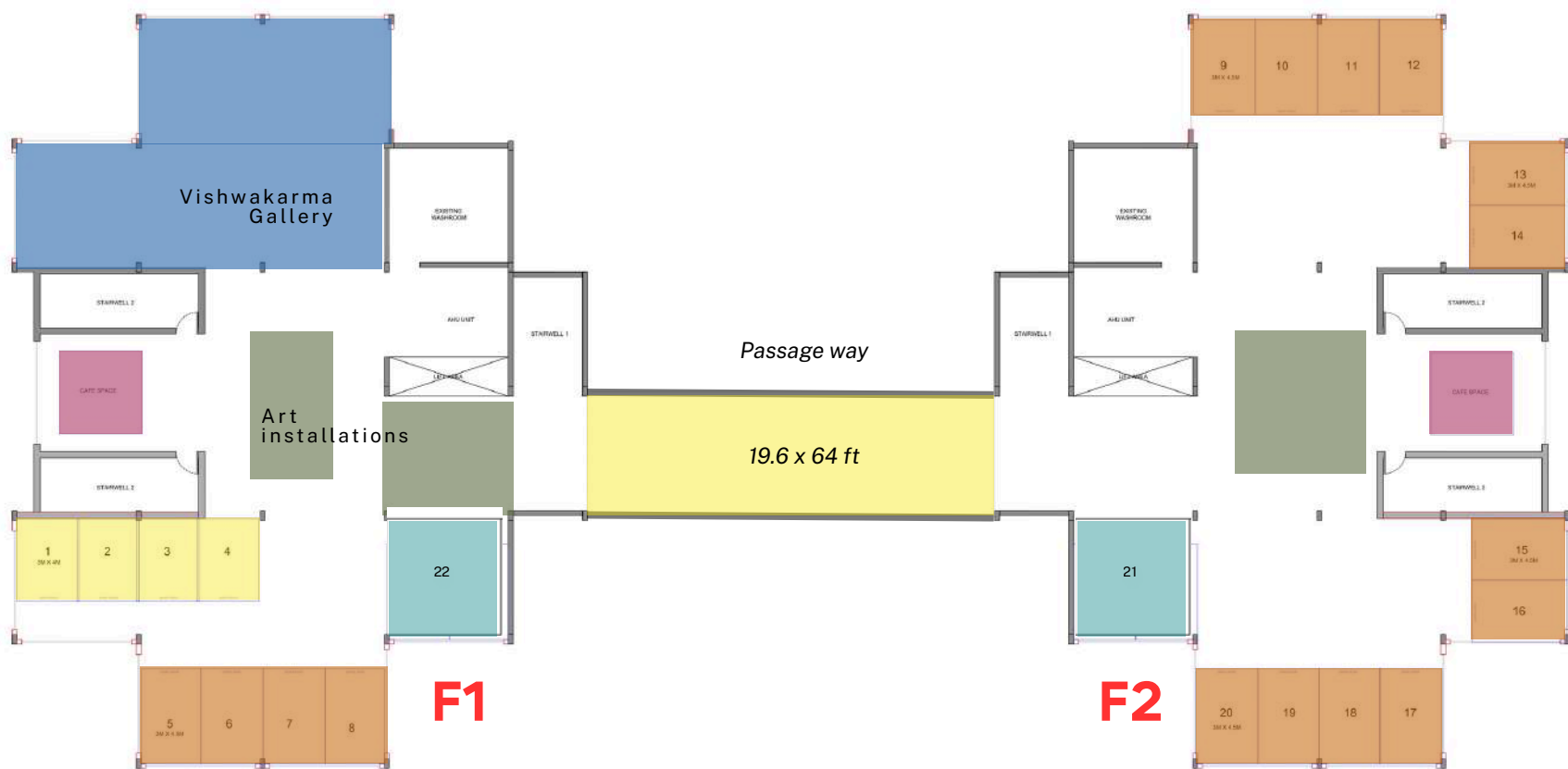


FIRST FLOOR

*Textile & Community/
Intangible Heritage*

Metal & Fabric





First Floor

- Vishwakarma Gallery
 - Cafe space
 - Art installations
- 3m x 4m stalls (4 nos)
 - 3m x 4.5m stalls (16 nos)
 - 6m x 6m stalls (2 nos)

RETAIL SPACE SITTING AREA SEATING



References

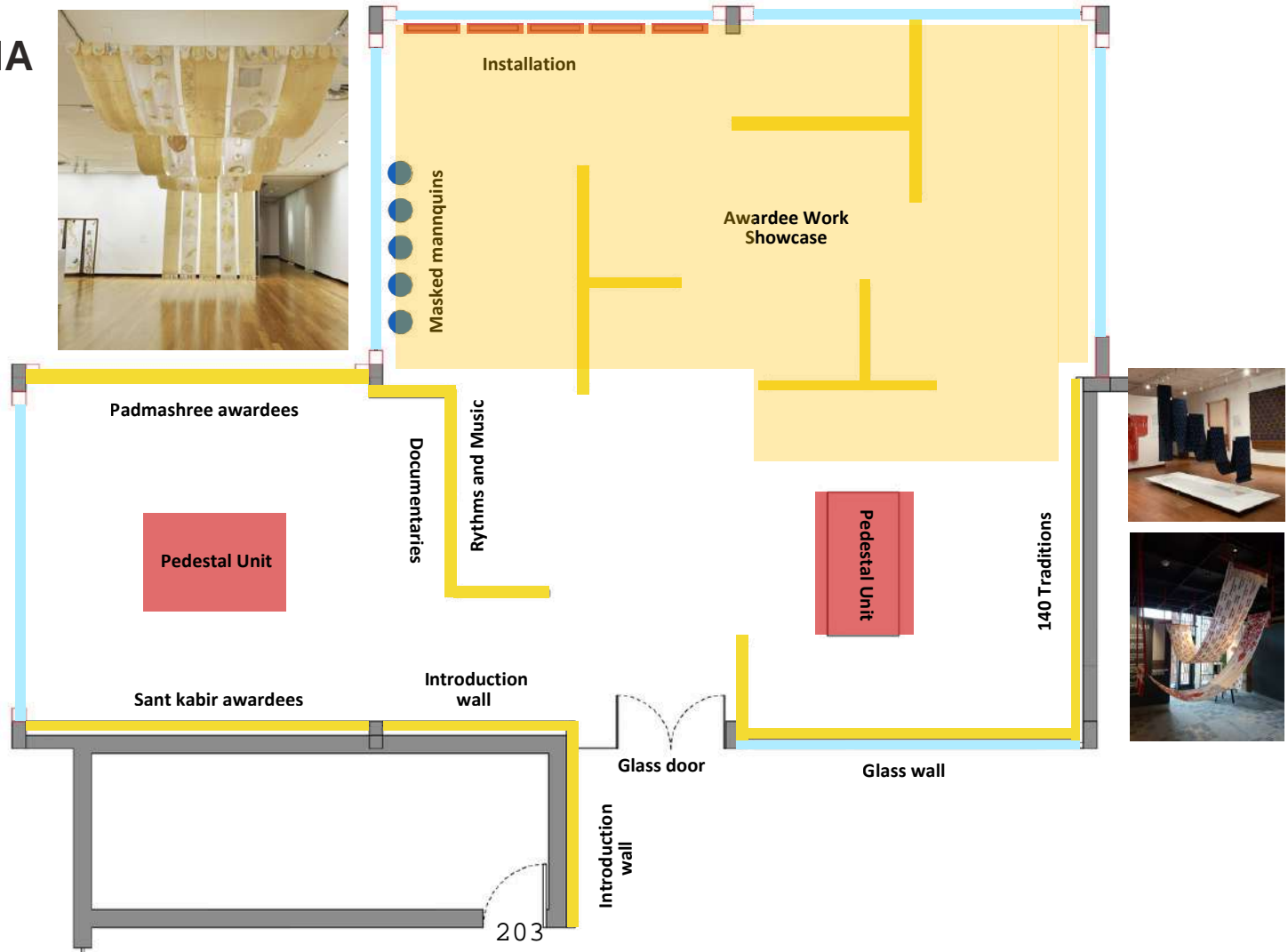
VISHWAKARMA GALLERY

PERMANENT EXHIBITION AREA
(AWARDEE ARTISAN'S GALLERY) (1900 SQ FT)

Permanent exhibits highlighting the stories and works of India's master handloom weavers, paired with a retail space for authentic handloom purchases



VISHWAKARMA GALLERY



Vishwakarma
and their
story



Every thread
has a hand.
Every hand
has a story.
Every story
is India.

हर धागा, एक कहानी.
हर कहानी, हमारी पहचान.



HAND
(Artisan)



LOOM
(Tradition)



LEGACY
(Future)



INTRODUCTION WALL

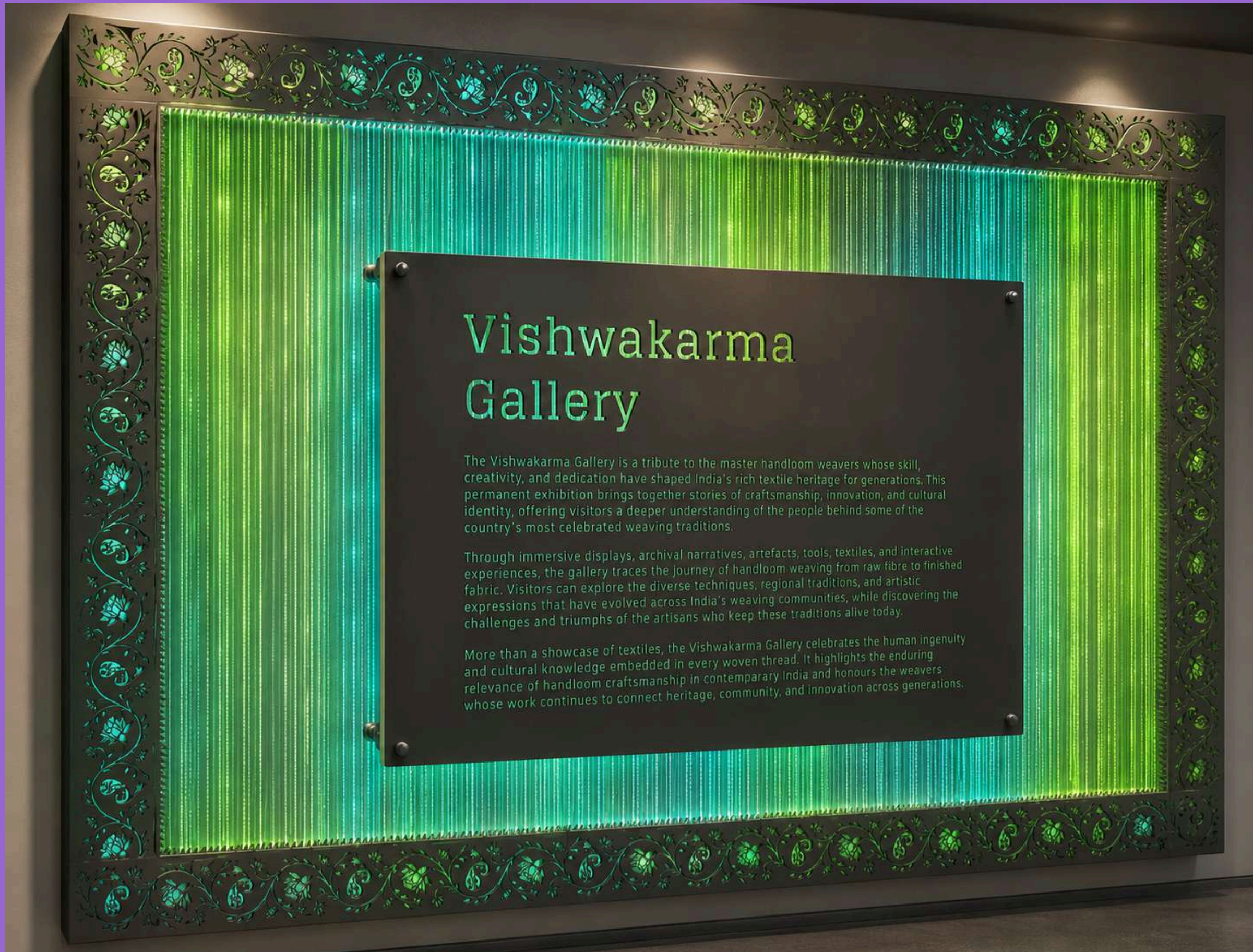
Section introducing
handloom traditions
highlighting the various
types of looms and
handloom techniques
prevalent in India

Along with something
about Vishwakarma and
their story



ILLUSTRATED PANELS





Vishwakarma Gallery

The Vishwakarma Gallery is a tribute to the master handloom weavers whose skill, creativity, and dedication have shaped India's rich textile heritage for generations. This permanent exhibition brings together stories of craftsmanship, innovation, and cultural identity, offering visitors a deeper understanding of the people behind some of the country's most celebrated weaving traditions.

Through immersive displays, archival narratives, artefacts, tools, textiles, and interactive experiences, the gallery traces the journey of handloom weaving from raw fibre to finished fabric. Visitors can explore the diverse techniques, regional traditions, and artistic expressions that have evolved across India's weaving communities, while discovering the challenges and triumphs of the artisans who keep these traditions alive today.

More than a showcase of textiles, the Vishwakarma Gallery celebrates the human ingenuity and cultural knowledge embedded in every woven thread. It highlights the enduring relevance of handloom craftsmanship in contemporary India and honours the weavers whose work continues to connect heritage, community, and innovation across generations.



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The Vishwakarma Gallery is a tribute to the master handloom weavers whose skill, creativity, and dedication have shaped India's rich textile heritage for generations. This permanent exhibition brings together stories of craftsmanship, innovation, and cultural identity, offering visitors a deeper understanding of the people behind some of the country's most celebrated weaving traditions.

Through immersive displays, archival narratives, artefacts, tools, textiles, and interactive experiences, the gallery traces the journey of handloom weaving from raw fibre to finished fabric. Visitors can explore the diverse techniques, regional traditions, and artistic expressions that have evolved across India's weaving communities, while discovering the challenges and triumphs of the artisans who keep these traditions alive today.

More than a showcase of textiles, the Vishwakarma Gallery celebrates the human ingenuity and cultural knowledge embedded in every woven thread. It highlights the enduring relevance of handloom craftsmanship in contemporary India and honours the weavers whose work continues to connect heritage, community, and innovation across generations.

- *Text could be cut outs/ stencil print*
- *illuminated fibre/threads background*
- *motifs/zari patterns as borders*

TRIBUTE TO INDIA'S OUTSTANDING HANDLOOM
WEAVERS WHO HAVE RECEIVED THE NATIONAL
HANDLOOM AWARDEES FROM 2015 ONWARDS



Section highlighting the work of **Padma Shri Awardees** who have made significant contributions to India's handloom sector over the years by innovating techniques, reviving traditional crafts, and empowering weavers

TRIBUTE TO PADMA AWARDEES



Photographs of the Awardees to be illustrated to integrate their handloom practice patterns and framed inside custom made frames using fabric made out of fabric created by the master weavers themselves

**CELEBRATING
THE MASTERS OF
HANDLOOM HERITAGE**

**PADMA SHRI &
SANT KABIR AWARDEES**
2010-2026

2026	Jyotish Debnath Mustin Jamdani Weaving	2019	Madhya Bani Thamada Tughi Jankari Jankari Weaving	2017	Anandaram Bhakaria Purana Chura & Padis Dudhali Jankari Kolar Kolar Sikkim	2013	Parvati Devi Bijubhai Acharya Rajapur Khatol Pochampally Ikat
2025	Lavilhan Naghbhai Parmar Tangaliya	2018	Sanjay Chakra Chakra Loinkorn Weaving and Natural Dyeing	2016	AKA Indrakumari Lushadi Weaving Lushadi Weaving Sant Prasad Bhatnagar Kamakhya Assam	2012	Nemal Dasgupta Anish Dasgupta Santini Chakra Chakra Jamtai Odisha
2024	Smiti Rekha Chakma Chakma Loinkorn Weaving and Natural Dyeing	2018	Nathunoo Sorlie Nagaland Loinkorn Weaving	2015	Sant Babu Jais Shaligra Weaving Pochampally Ikat	2011	Manojkumar Das Lajwanti Chakra Rajapur Khatol Pochampally Ikat
2023	Nathunoo Sorlie Nagaland Loinkorn Weaving	2021	Lajwanti Chakra Phulkari	2014	Padma Meher		
2021	Lajwanti Chakra Phulkari						
2018	Gobardhan Panika Ketpad Weaving Langokapam Subadani Devi Manguri Weaves						
2010	Ganjam Anjan Pochampally Ikat						

**CELEBRATING
THE MASTERS OF
HANDLOOM HERITAGE**

**PADMA SHRI &
SANT KABIR AWARDEES**
2010-2026

2026	Jyotish Debnath Mustin Jamdani Weaving	2019	Madhya Bani Thamada Tughi Jankari Jankari Weaving	2017	Anandaram Bhakaria Purana Chura & Padis Dudhali Jankari Kolar Kolar Sikkim	2013	Parvati Devi Bijubhai Acharya Rajapur Khatol Pochampally Ikat
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2024	Smiti Rekha Chakma Chakma Loinkorn Weaving and Natural Dyeing	2021	Lajwanti Chakra Phulkari	2015	Sant Babu Jais Shaligra Weaving Pochampally Ikat	2011	Manojkumar Das Lajwanti Chakra Rajapur Khatol Pochampally Ikat
2023	Nathunoo Sorlie Nagaland Loinkorn Weaving			2014	Padma Meher		
2021	Lajwanti Chakra Phulkari						
2018	Gobardhan Panika Ketpad Weaving Langokapam Subadani Devi Manguri Weaves						
2010	Ganjam Anjan Pochampally Ikat						

**SANT KABIR
&
PADMA SHRI
AWARDEES**

2010-2026

2020	Jyotish Debnath Mustin Jamdani Weaving
2025	Lavilhan Naghbhai Parmar Tangaliya
2024	Smiti Rekha Chakma Chakma Loinkorn Weaving and Natural Dyeing
2023	Nathunoo Sorlie Nagaland Loinkorn Weaving
2021	Lajwanti Chakra Phulkari
2018	Gobardhan Panika Ketpad Weaving Langokapam Subadani Devi Manguri Weaves
2010	Ganjam Anjan Pochampally Ikat

RHYTHMS OF DIFFERENT LOOMS

Listening stations of films about handloom traditions and song cultures of textile and weaving communities, carrying music sung and rhythms carried during spinning and weaving that aid the process. This space would also include songs and poetry of Kabir and of different communities that have seeped into our shared music landscape.





Listen
the threads.



Each thread
carries a story.
Each story
has a sound.



INSTALLATION DETAILING ALL HANDLOOM TRADITION OF INDIA

Section introducing 140 listed handloom traditions with original swatches, photographs and video content about the traditions



INFORMATION PANEL FOCUSING ON THE HANDLOOM MOTIFS







INSTALLATION 1

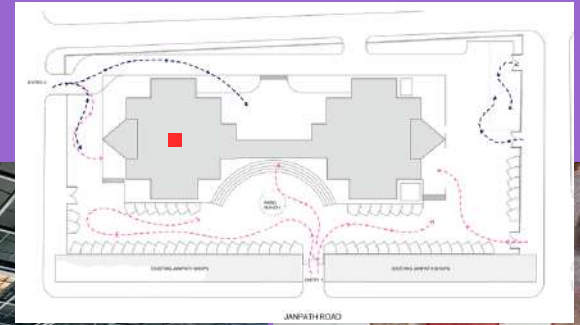
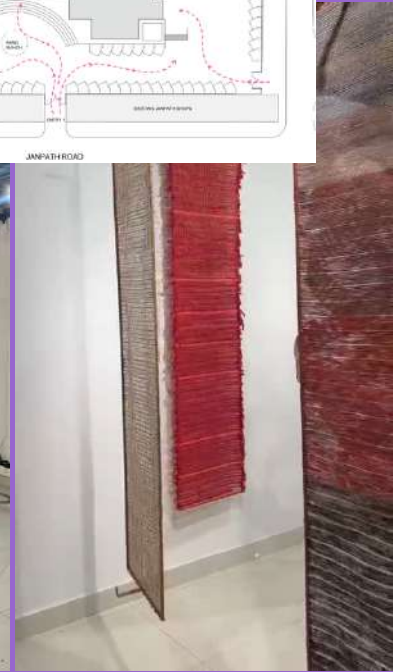


Custom made mannequin installation incorporating handloom fabric masks alongside rare textiles displayed on the mannequins

Ai visuals

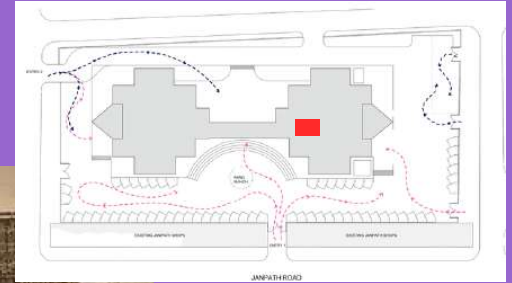


ART INSTALLATION

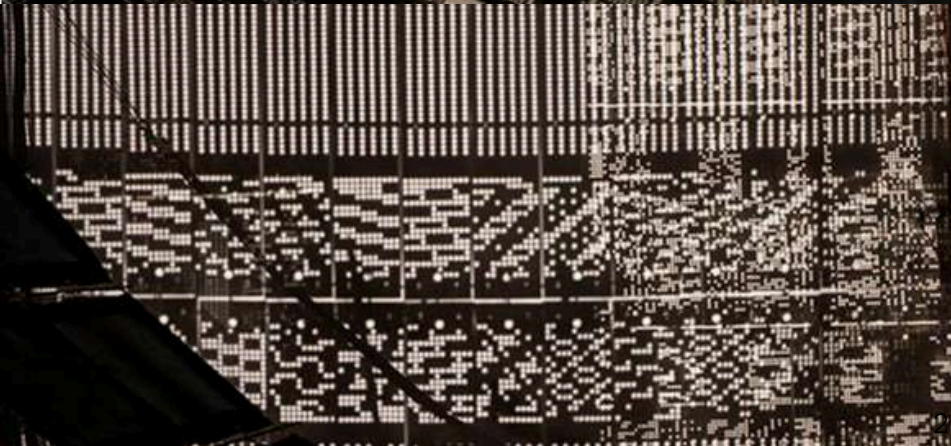


Kinetic art installation by artist **Pragati Mathur**, made entirely on handloom, made in copper in varying gauges, Cotton Yarn, Silk Yarn, Gold and Silver threads, Gold Gota, Silver Gota, Silk Fabric, paper rafia, Cotton Yarn, Silk Yarn, Vegan Tape, Banana

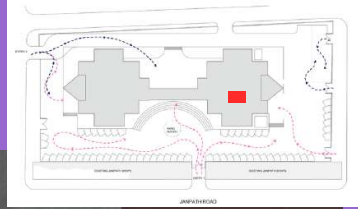
ART INSTALLATION



A light and shadow art installation by artist **Archana Hande** made using jacquard cards

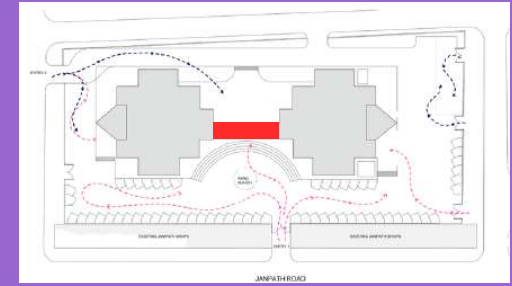


ART INSTALLATION



An interactive metal mesh installation incorporating recycled fabrics, inviting visitors to contribute by tying threads and collaboratively shaping the evolving artwork

PASSAGE AREA TO BE USED AS EXHIBITION ZONE



POSSIBLE THEMES TO BE EXPLORED

Archival Data on Fabrics
of India

Textiles and Trade

***Historical depictions of
textiles in different media***

***Textiles in Media &
Literature (kiosk)***

Data and Infographics Relating
to Indian Textile Traditions

***Textiles at Risk: Endangered or
on the verge of extinction***

Textile
Etymology

Famous textile
manufacturing houses

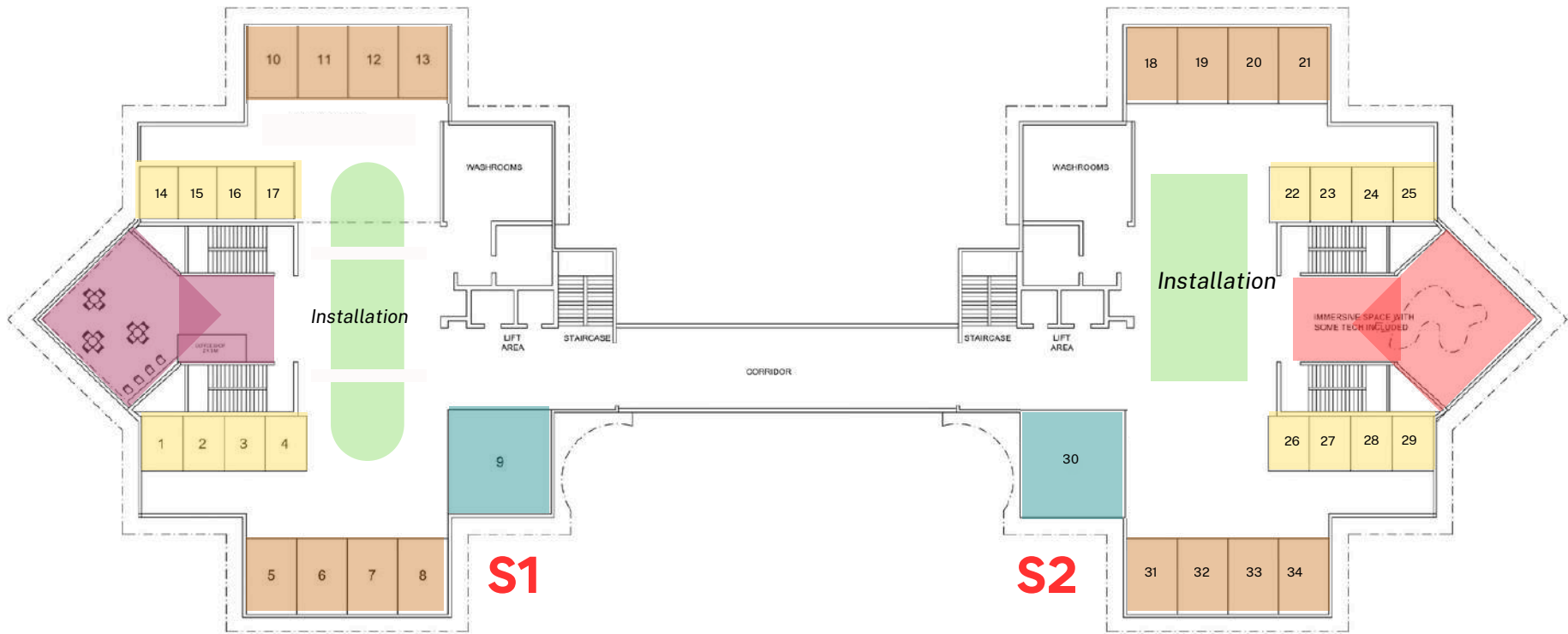
Evolution of motifs and
patterns

SECOND FLOOR

Production & Process

Mud & Wood





Second Floor

- Permanent
- coffee shop area
- 3m x 4m stalls (16 nos.)
- Immersive space
- 3m x 4.5m stalls (16 nos)
- 6m x 6m stalls (2 nos.)

IMMERSIVE ROOM



Projected Jungle scene, where all the animals/ trees shown are from Indian handlooms or Indian motifs.

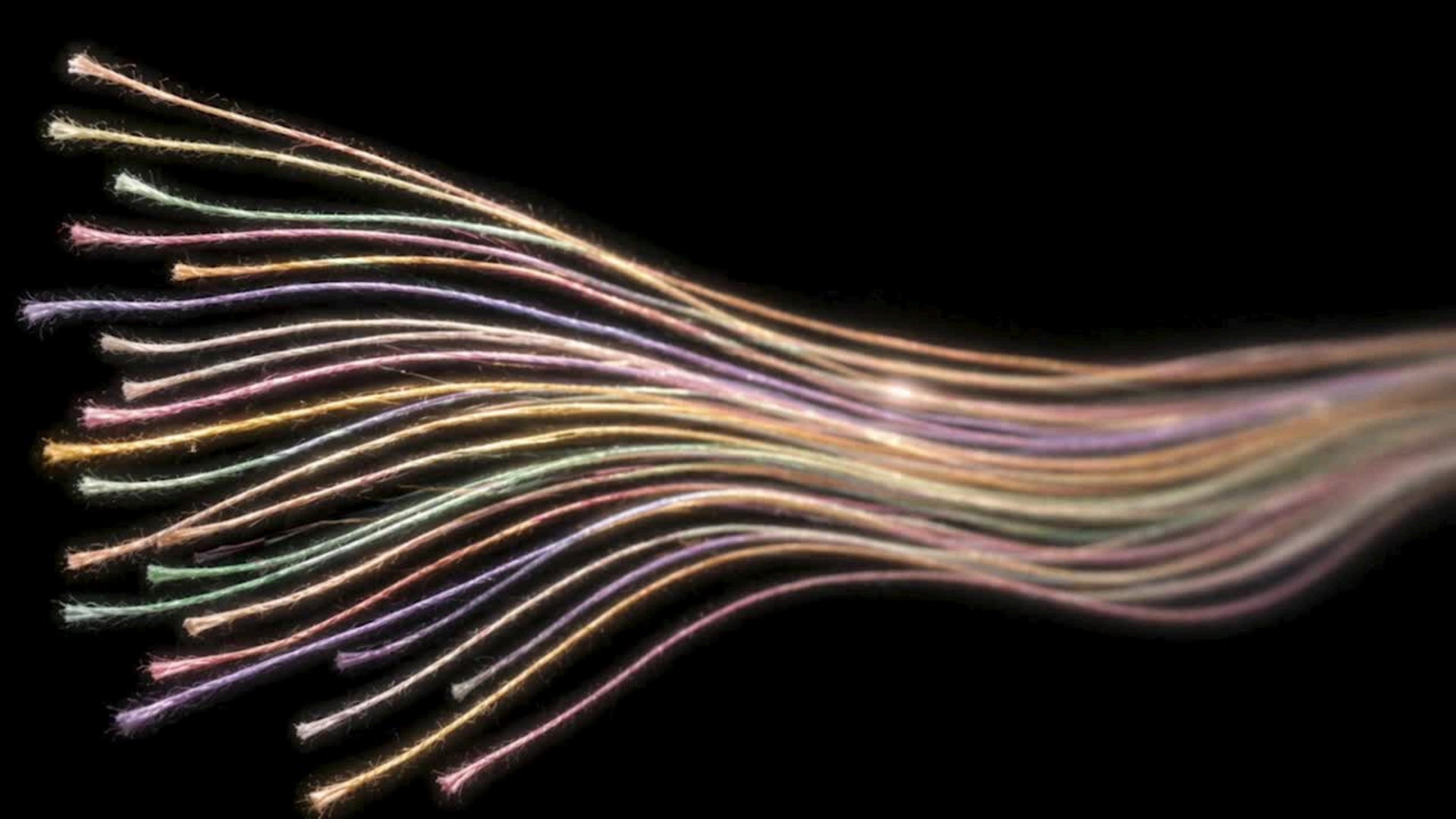
Projection of a person on the loom where animals are being created and they walk into the Jungle Landscape.



IMMERSIVE ROOM



Projection based installation highlighting various motifs seen in handloom



INSTALLATION 1



INSTALLATION 2



Informative installation around natural dyes, their historic usage and corresponding handlooms



INSTALLATION 3



Informative installation around tools used in various handloom traditions

PASSAGEWAY DISPLAY



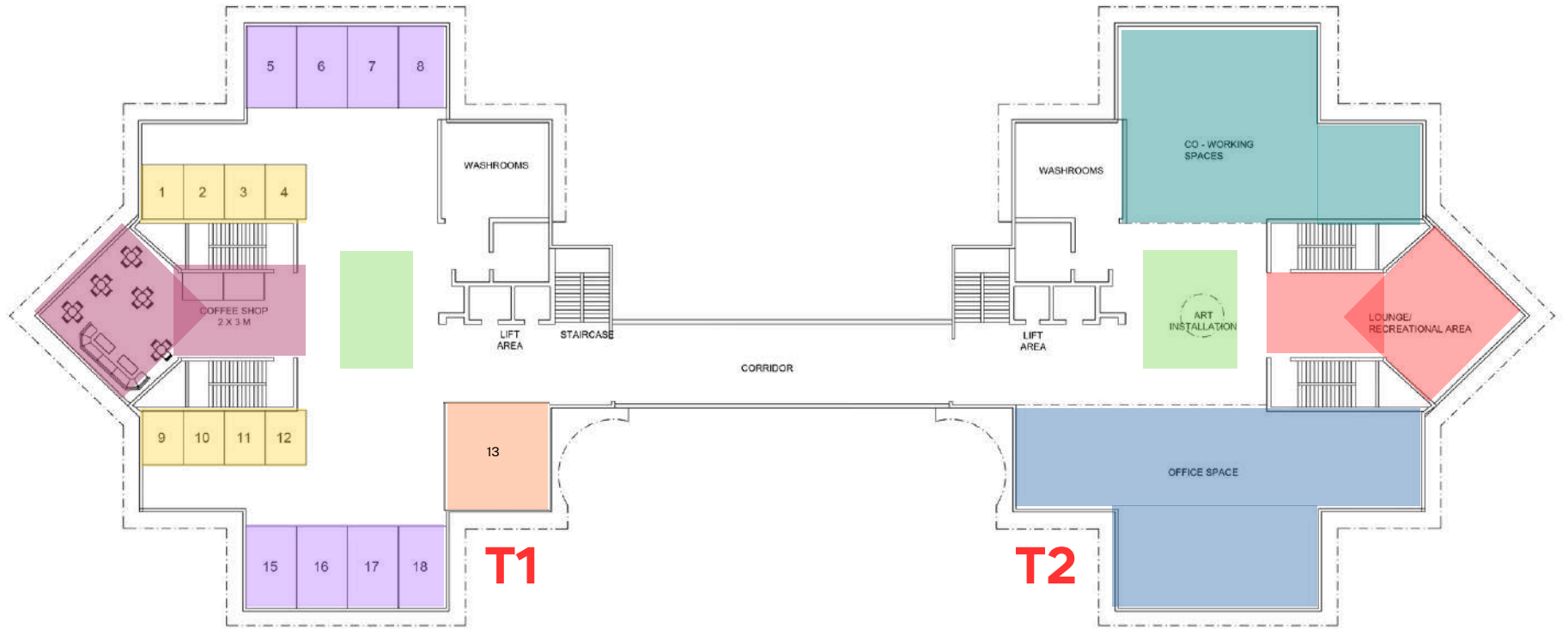


THIRD FLOOR









Innovative Interpretations

Stone & Ceramic





Third Floor

- | | | |
|--|--|--|
|  Office Space |  Lounge area |  Co -working spaces |
|  coffee shop area |  3M X 4M stalls (8 nos.) |  6m x 6m stall |
|  Installation Area/
information galleries |  3m x 4.5 m stalls (8 nos.) | |

COMMON AREA SEATING



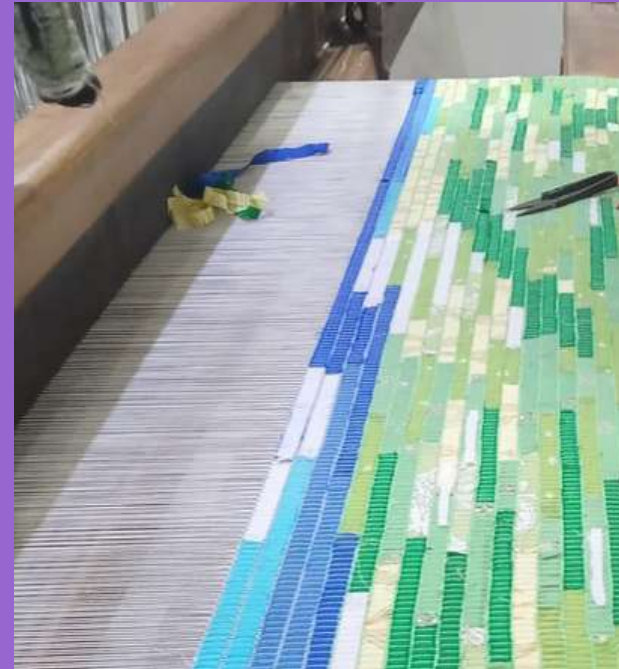
References

PASSAGEWAY DISPLAY



An exhibition space dedicated to showcasing innovative initiatives and ideas in the handloom sector, including works of NIFT students, young handloom focused entrepreneurs

ART INSTALLATION



Textile scrap based art installation made on loom by artist **Ashita Singh**, made entirely on handloom, made in copper in varying gauges, Cotton Yarn, Silk Yarn, Gold and Silver threads, Gold Gota, Silver Gota, Silk Fabric, paper rafia, Cotton Yarn, Silk Yarn, Vegan Tape, Banana

WORLDS WOVEN IN WORDS AND WEAVES

Focusing on the oral traditions that run parallel to the physical act of weaving, many weaving communities across India hold rich repertoires of folklore, myths of origin, historical memories of migration, struggle and metaphors. Through illustrated folktales, recorded testimonies and stories, this theme invites visitors to enter the imaginative worlds of the communities themselves.



SIGNAGES

BRAND FASCIA



BRAND FASCIA

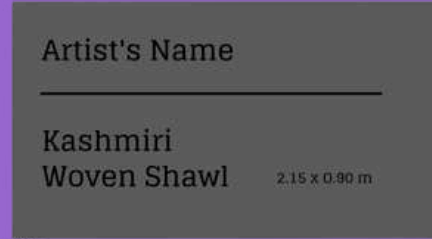


TEXTILE DISPLAY WITH TAGS

- text and motifs(if needed) engraved on the metal sheet

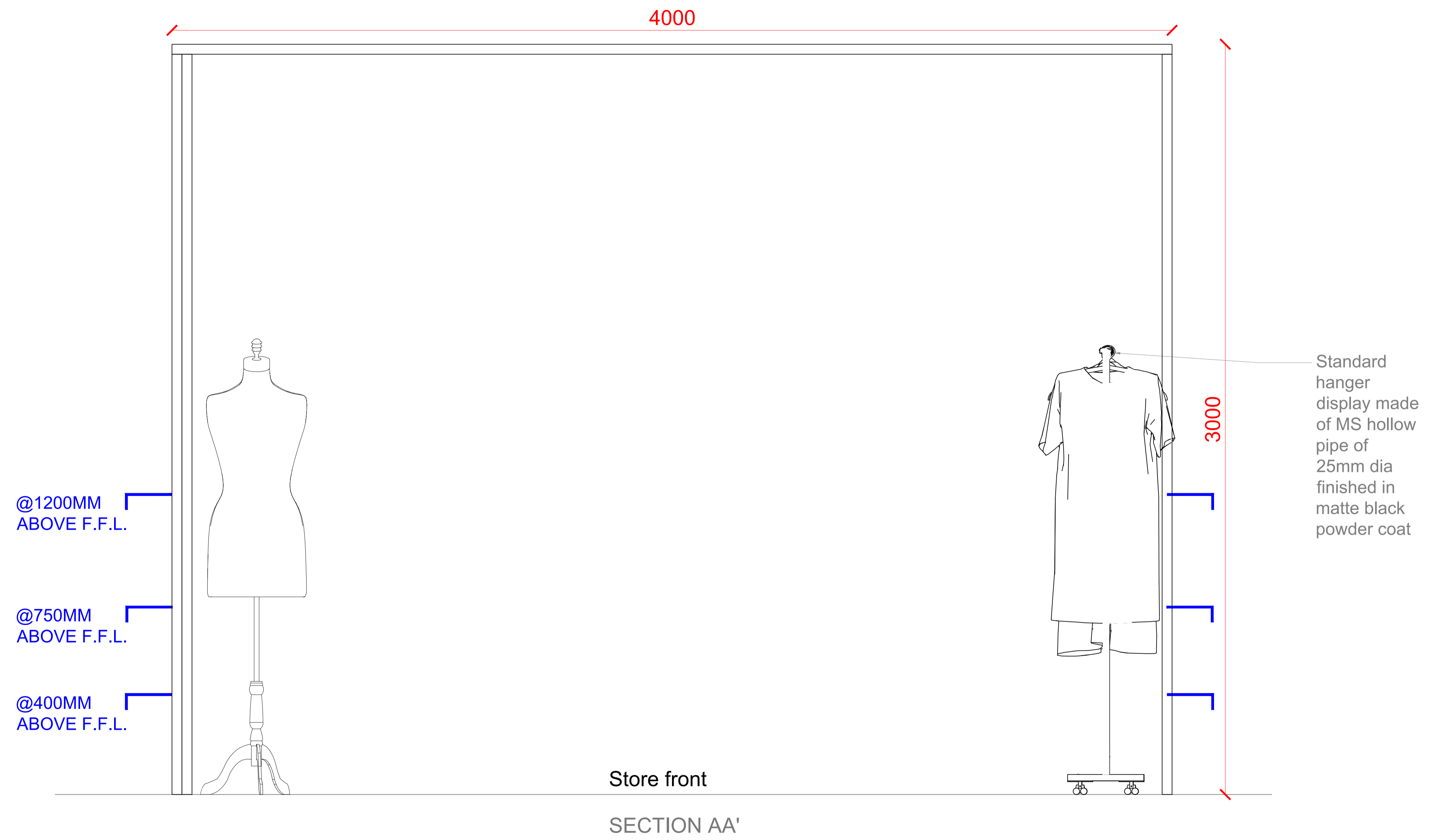


options



- artist/craftsman name
- motif from the piece
- product/piece title
- dimensions of the product





CLIENT:
 DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 OUTDOOR STALL CORNER - 4m x 4m

CONTENT OF PLAN:
 SECTION AA'

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
 04-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

Notes:
 1. All dimensions are from existing finished surfaces.
 2. All dimensions are in millimeters (mm).
 3. This drawing is to be scale.
 4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: ANUSHKA

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
 HH/OD/STALL/4X4C0/SEC/DWG_04

CLIENT:
 DC HANDLOOM, MINISTRY OF
 TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 OUTDOOR STALL CORNER -
 4m x 4m

CONTENT OF PLAN:
 SECTION BB'

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
 04-JUL-2026

REVISION

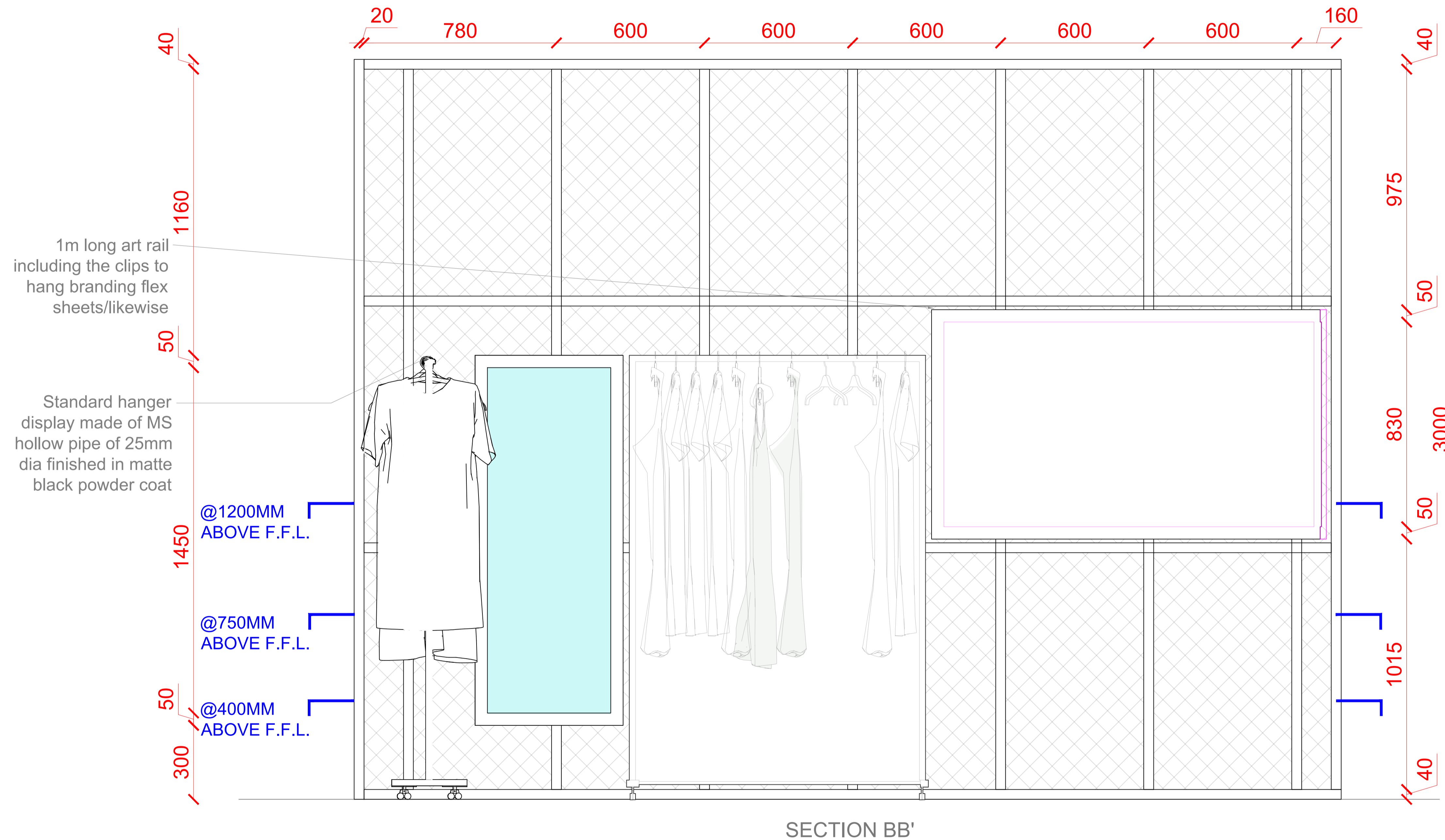
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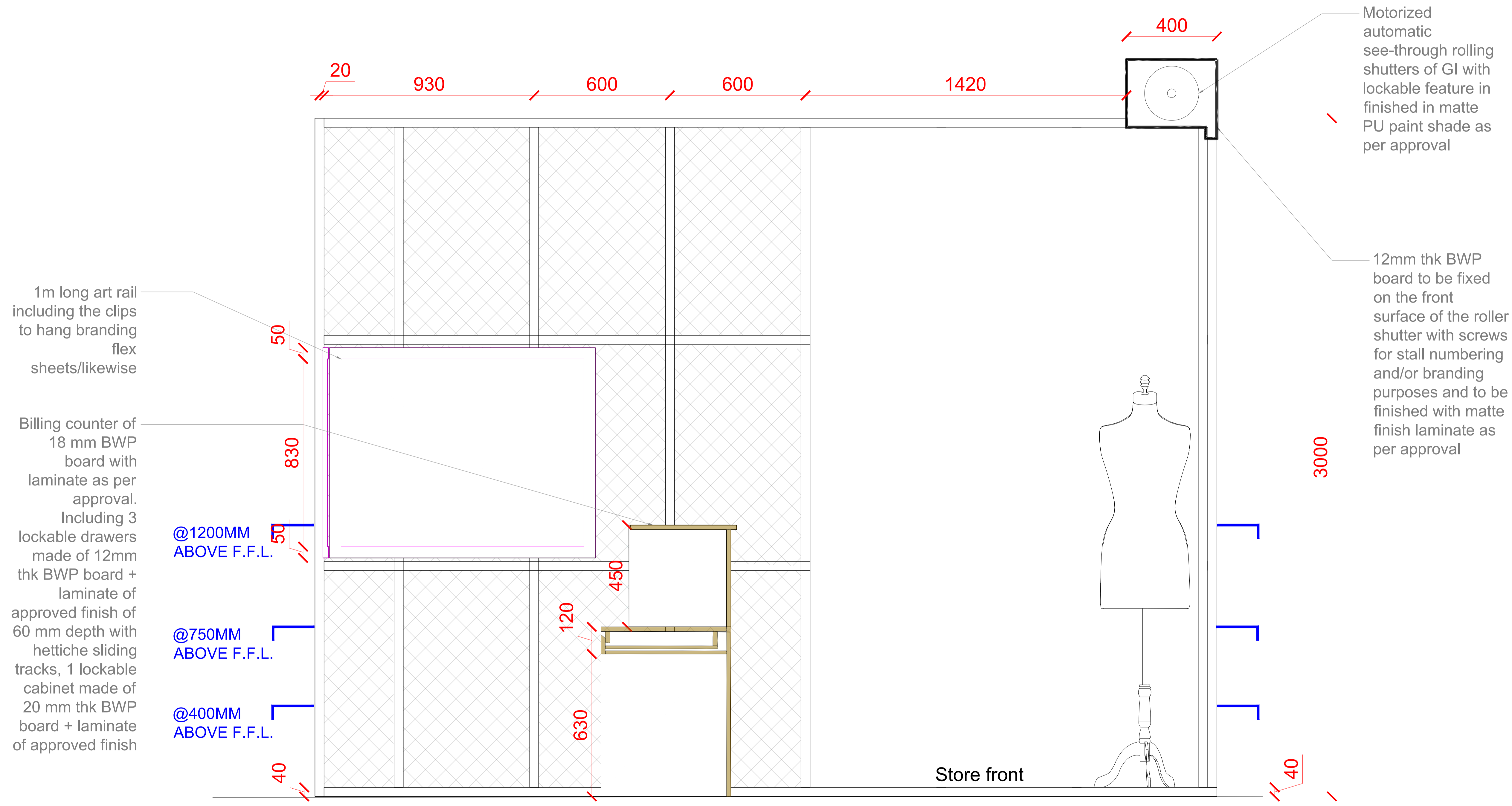
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DRAWN BY: ANUSHKA

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
 HH/OD/STALL/4X4C0/SEC/DWG_05





SECTION CC'

CLIENT:
 DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 OUTDOOR STALL CORNER - 4m x 4m

CONTENT OF PLAN:
 SECTION CC'

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
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 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
 04-JUL-2026

REVISION

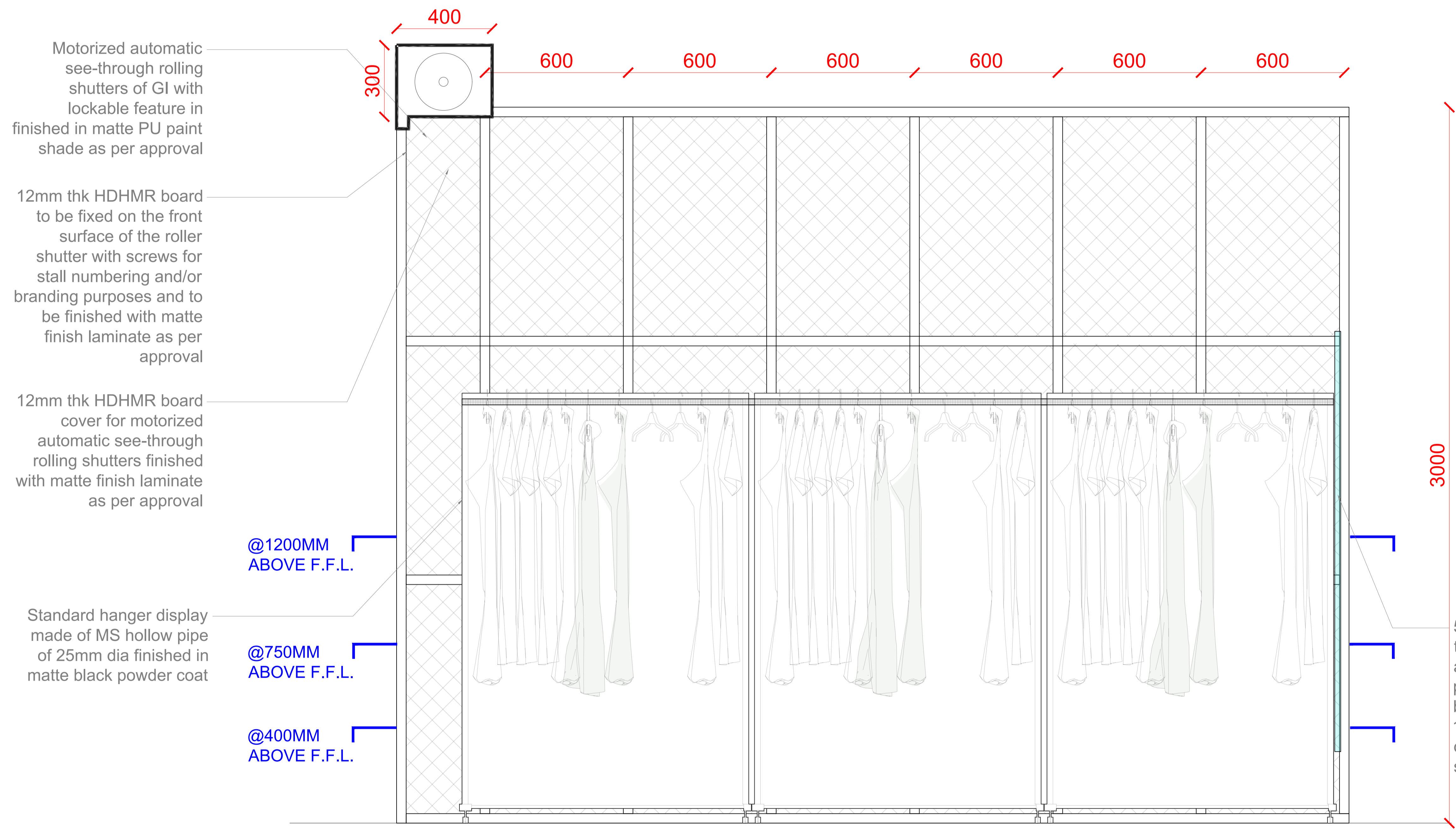
REVNO.	DATE	DESCRIPTION

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 - All dimensions are in millimeters (mm).
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 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: ANUSHKA

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
 HH/OD/STALL/4X4CO/SEC/DWG_06



Motorized automatic see-through rolling shutters of GI with lockable feature in finished in matte PU paint shade as per approval

12mm thk HDHMR board to be fixed on the front surface of the roller shutter with screws for stall numbering and/or branding purposes and to be finished with matte finish laminate as per approval

12mm thk HDHMR board cover for motorized automatic see-through rolling shutters finished with matte finish laminate as per approval

@1200MM ABOVE F.F.L.

Standard hanger display made of MS hollow pipe of 25mm dia finished in matte black powder coat

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.

5mm thk mirror panel to be framed with aluminium section powder coated in matte black and backing of 10mm thk BWP board of dimensions as specified in drawing

SECTION DD'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL CORNER - 4m x 4m

CONTENT OF PLAN:
SECTION DD'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
04-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

Notes:
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2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: ANUSHKA

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/OD/STALL/4X4CO/SEC/DWG_07

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4.5m

CONTENT OF PLAN:
PLAN @ 400MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

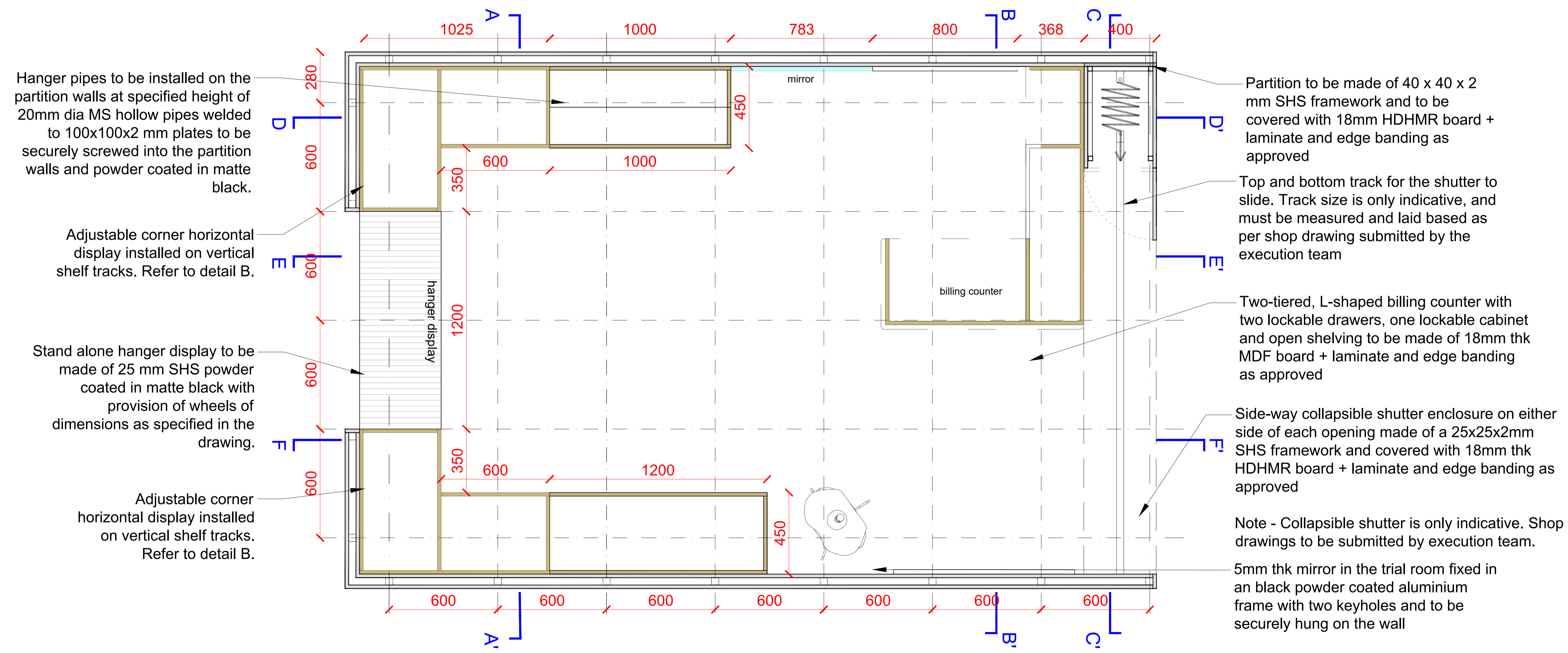
REVISION		
REVNO.	DATE	DESCRIPTION

Notes:
 1. All dimensions are from existing finished surfaces.
 2. All dimensions are in millimeters (mm).
 3. This drawing is to be scale.
 4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: VAISHNAVI

SCALE:

DRAWING NO.
 HH/IN/STALL/3X4.5/PLAN/DWG_01



PLAN @ 400MM ABOVE F.F.L.

CLIENT:
DC HANDLOOM, MINISTRY OF
TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4.5m

CONTENT OF PLAN:
PLAN @ 750MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

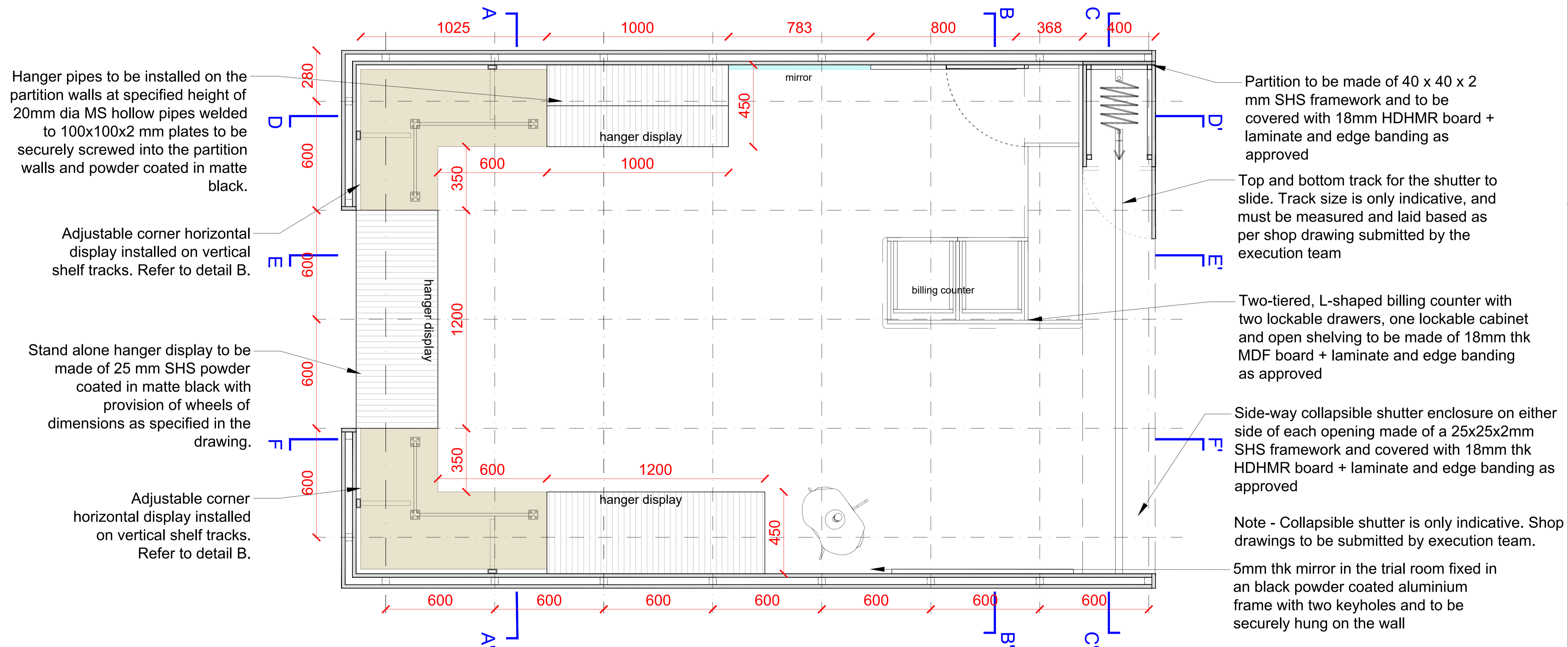
REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.
2. All dimensions are in millimeters (mm).
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4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: VAISHNAVI

SCALE:

DRAWING NO.
HH/IN/STALL/3X4.5/PLAN/DWG_02



PLAN @ 750MM ABOVE F.F.L.

CLIENT:
 DC HANDLOOM, MINISTRY OF
 TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 INDOOR STALL - 3m x 4.5m

CONTENT OF PLAN:
 PLAN @ 1200MM ABOVE F.F.L.

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
 01-JUL-2026

REVISION

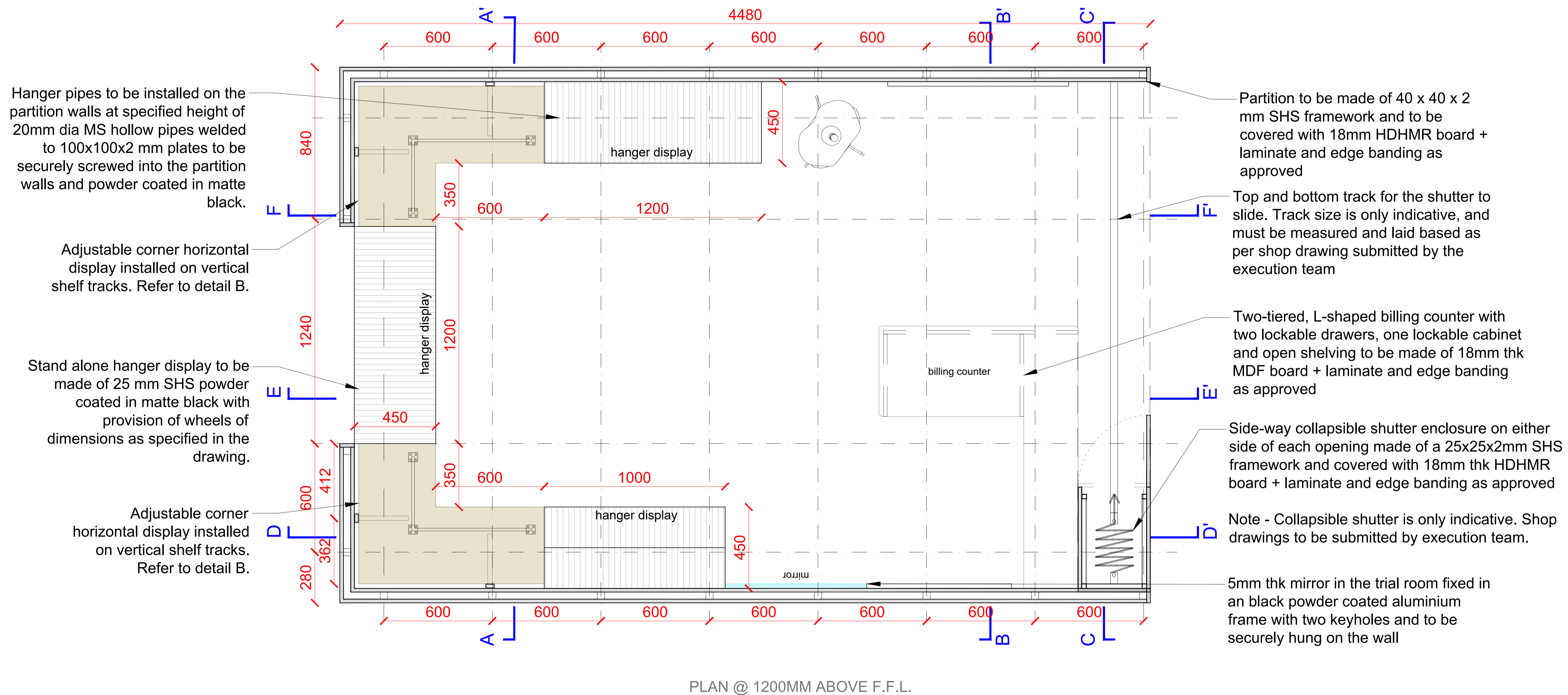
REVNO.	DATE	DESCRIPTION

- Notes:
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 - All dimensions are in millimeters (mm).
 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: VAISHNAVI

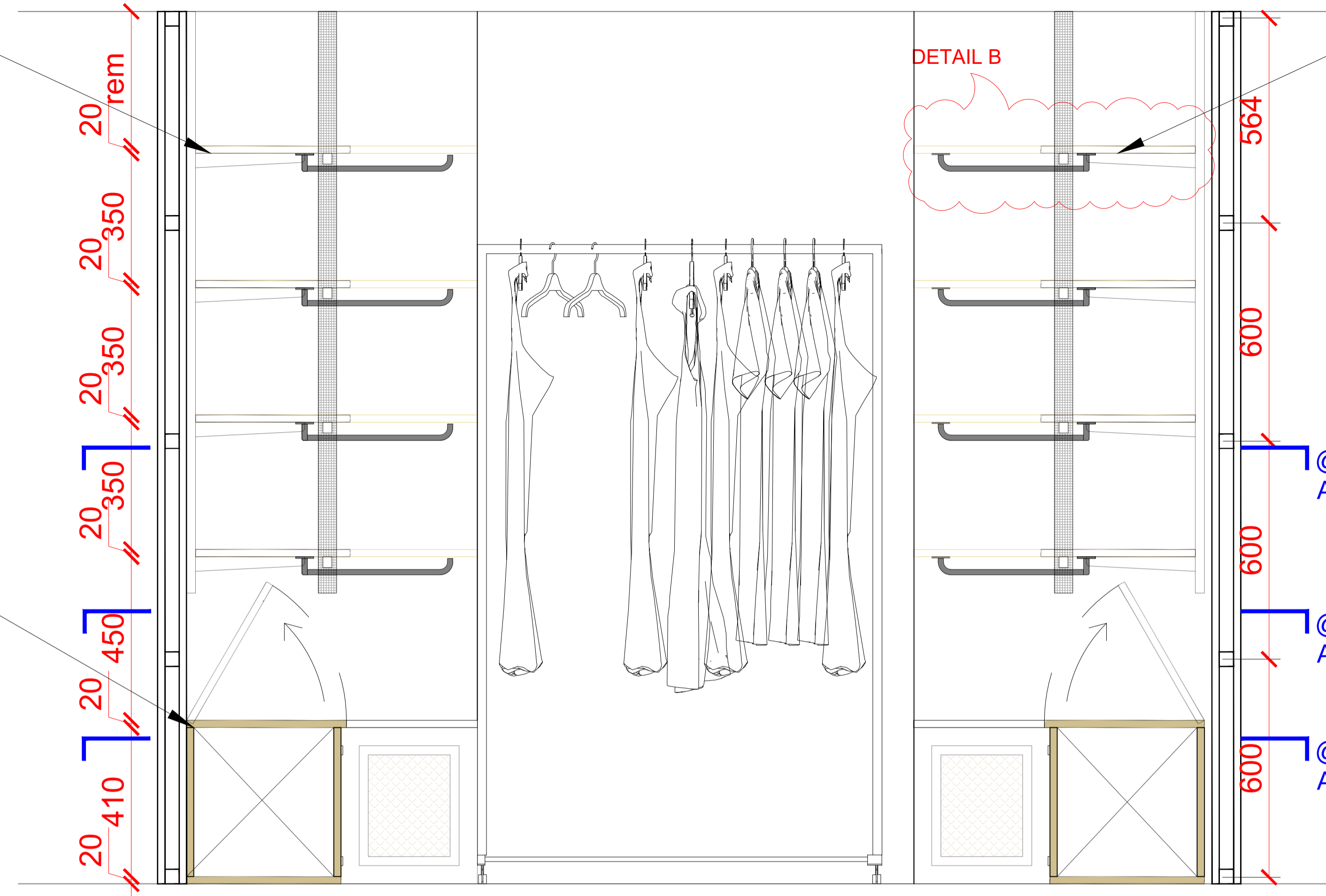
SCALE:

DRAWING NO.
 HH/IN/STALL/3X4.5/PLAN/DWG_03



Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION AA'

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

@1200MM ABOVE F.F.L.

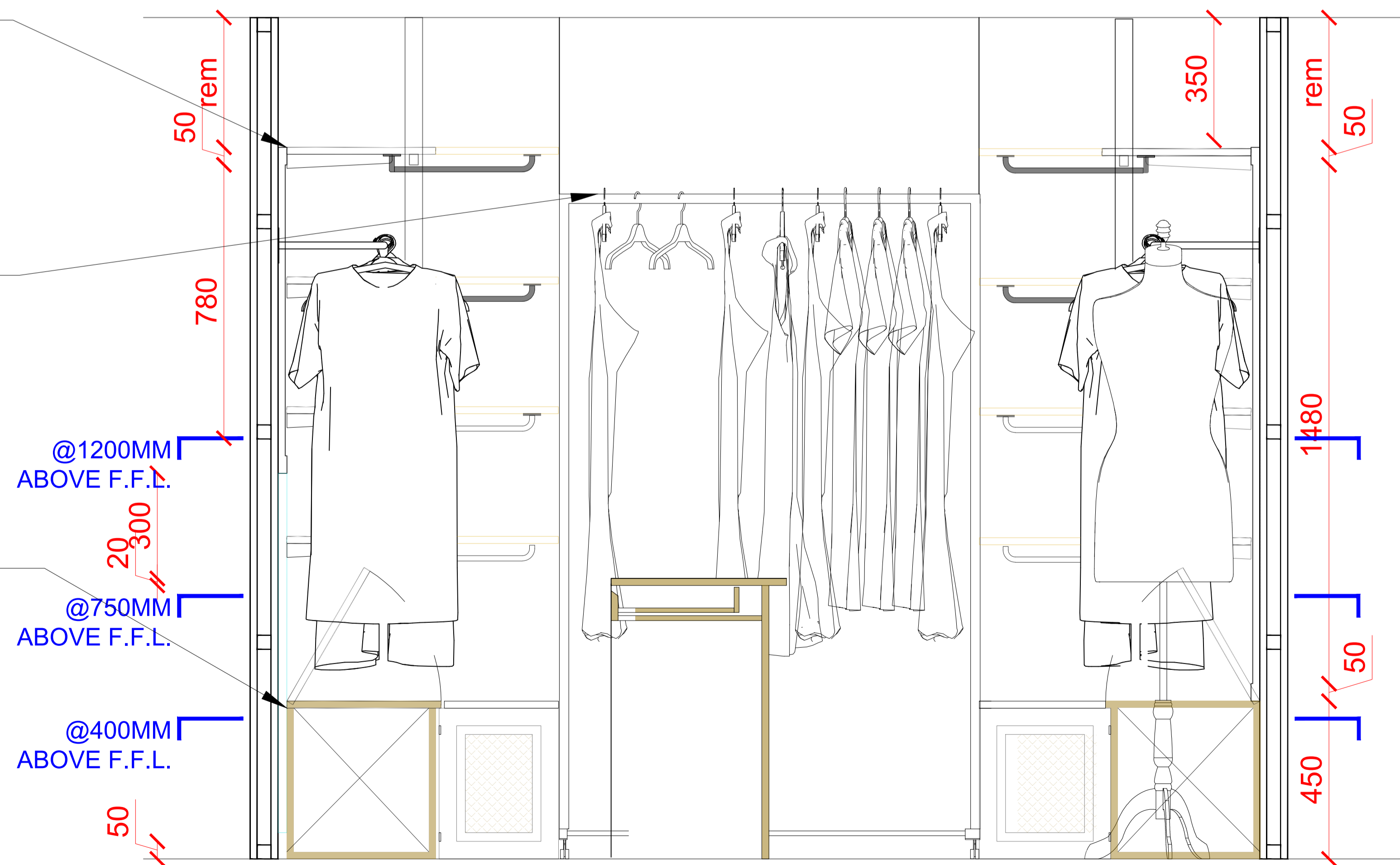
@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Stand alone hanger display to be made of 25 mm SHS powder coated in matte black with provision of wheels of dimensions as specified in the drawing.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION BB'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4.5m

CONTENT OF PLAN:
SECTIONS AA', BB'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

Notes:
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2. All dimensions are in millimeters (mm).
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4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: VAISHNAVI

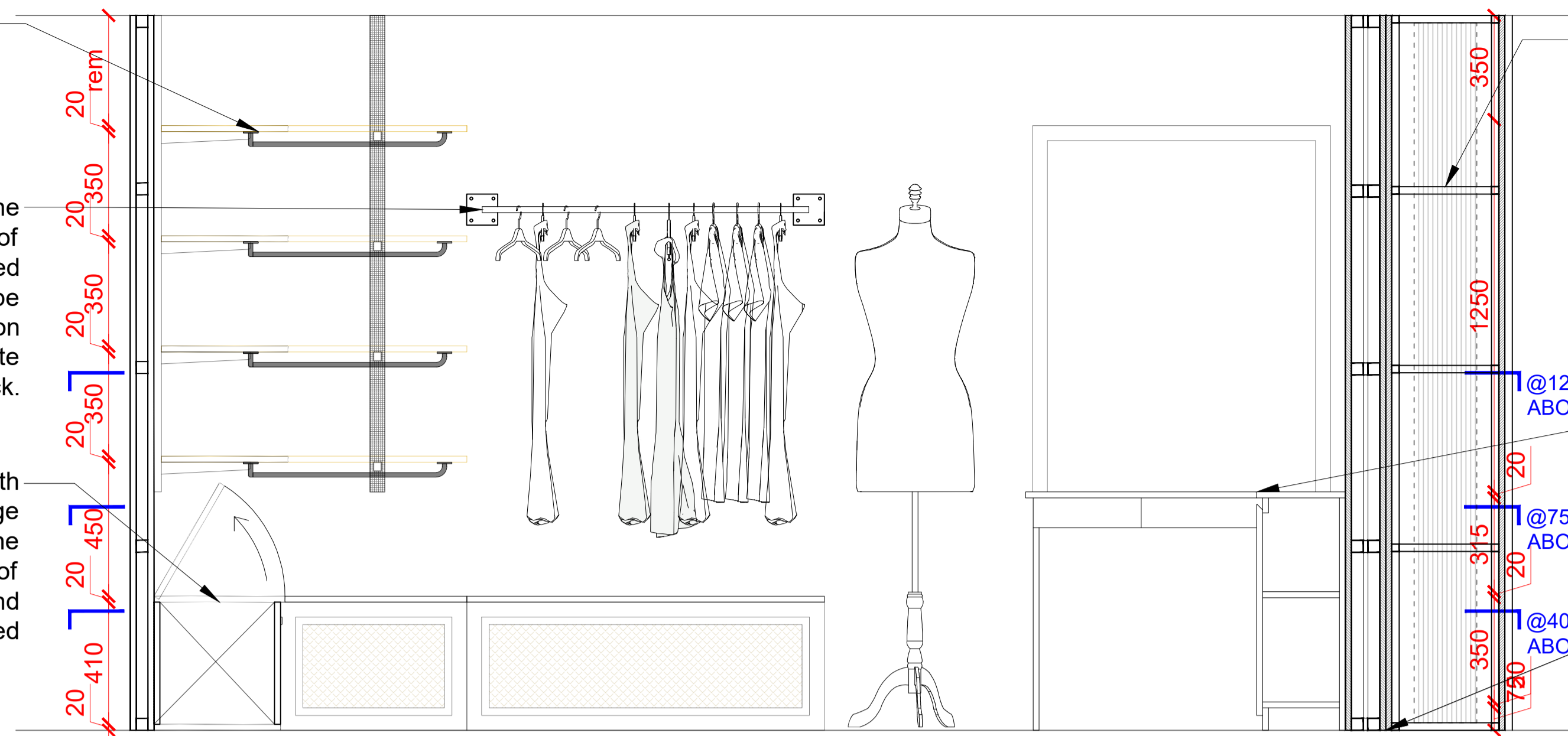
SCALE:

DRAWING NO.
HH/IN/STALL/3X4.5/SEC/DWG_04

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Hanger pipes to be installed on the partition walls at specified height of 20mm dia MS hollow pipes welded to 100x100x2 mm plates to be securely screwed into the partition walls and powder coated in matte black.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION CC'

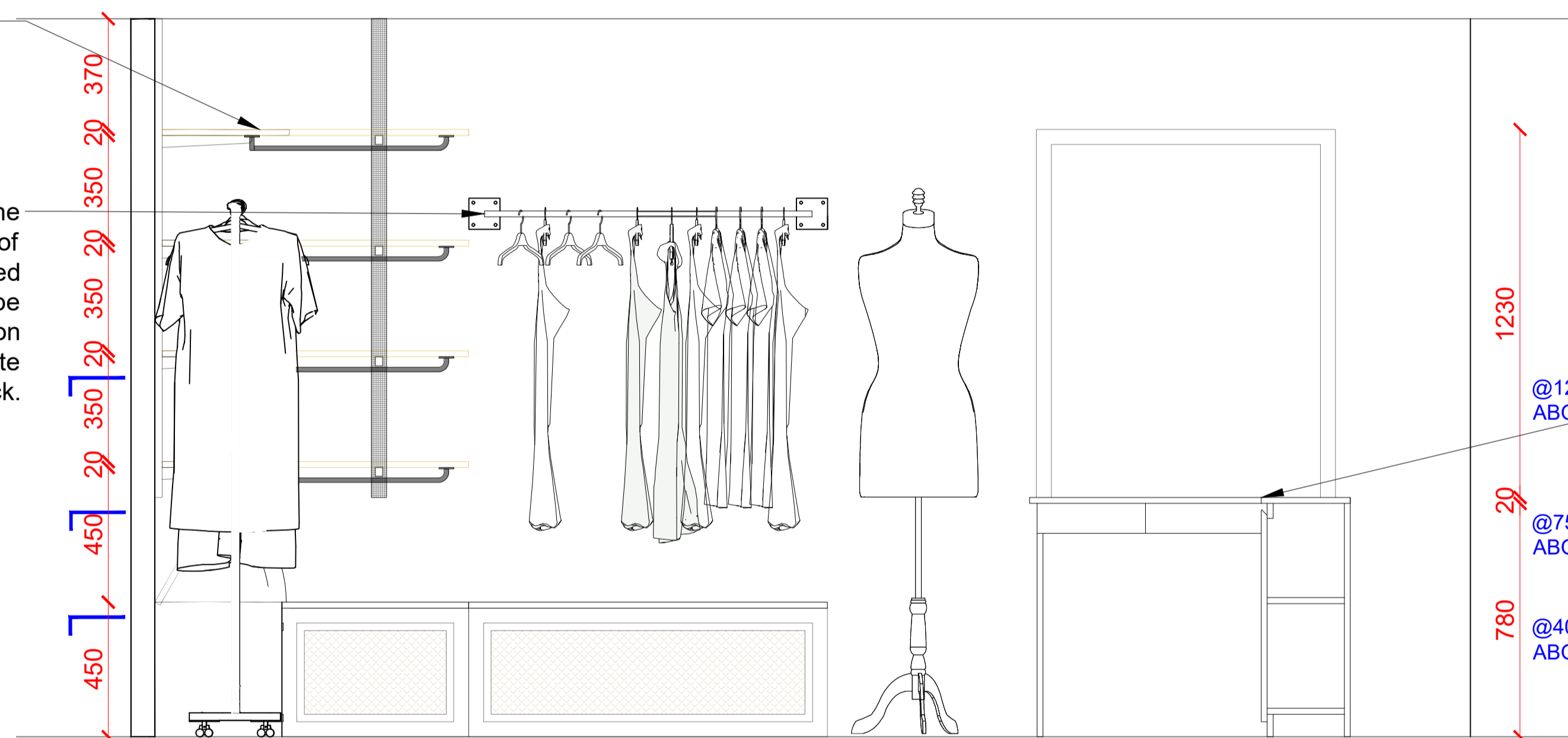
Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Hanger pipes to be installed on the partition walls at specified height of 20mm dia MS hollow pipes welded to 100x100x2 mm plates to be securely screwed into the partition walls and powder coated in matte black.



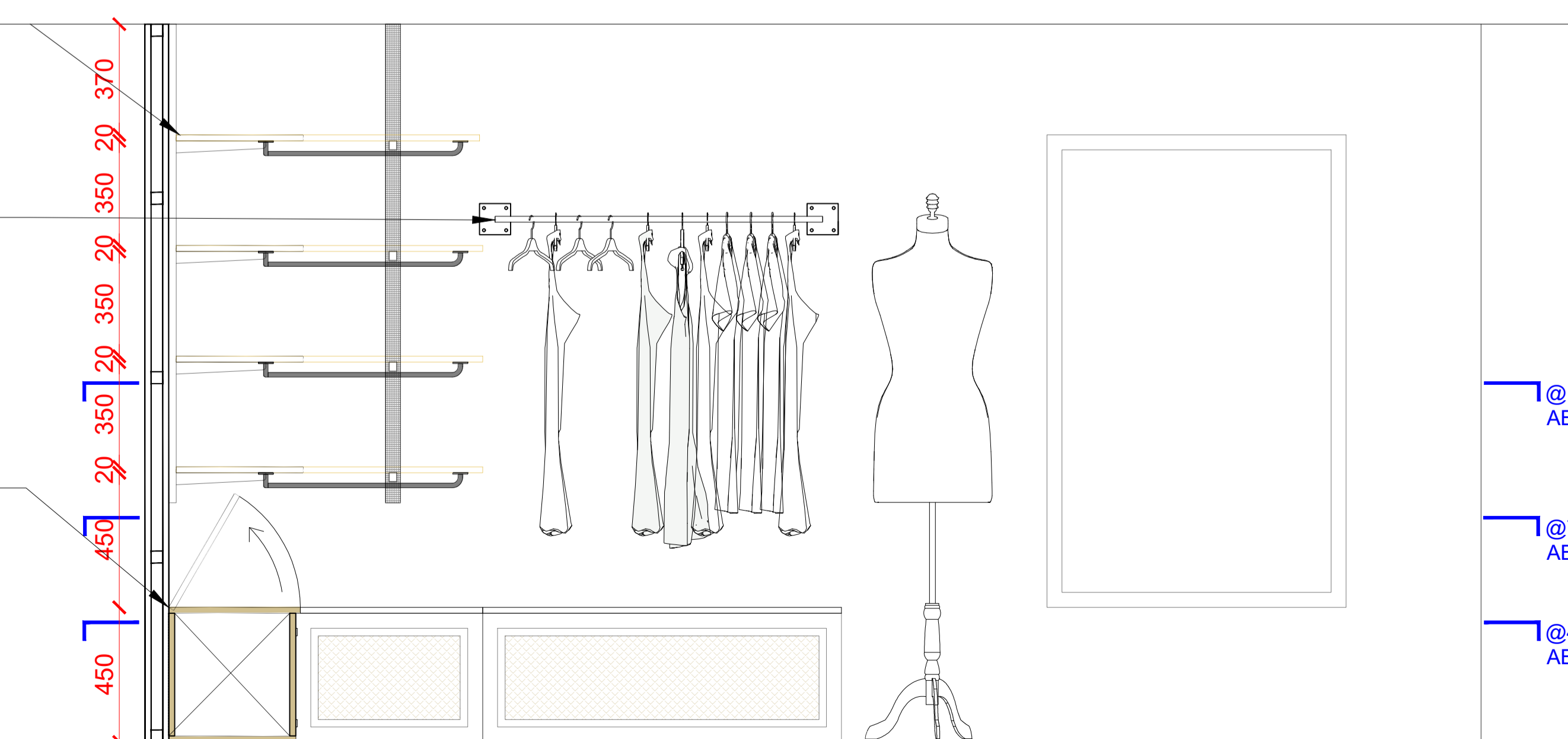
SECTION DD'

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Hanger pipes to be installed on the partition walls at specified height of 20mm dia MS hollow pipes welded to 100x100x2 mm plates to be securely screwed into the partition walls and powder coated in matte black.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION EE'

@1200MM ABOVE F.F.L.

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4.5m

CONTENT OF PLAN:
SECTIONS CC', DD', EE'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.
2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: VAISHNAVI

SCALE:

DRAWING NO.
HH/IN/STALL/3X4.5/SEC/DWG_05

CLIENT:
DC HANDLOOM, MINISTRY OF
TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
PLAN @ 400MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

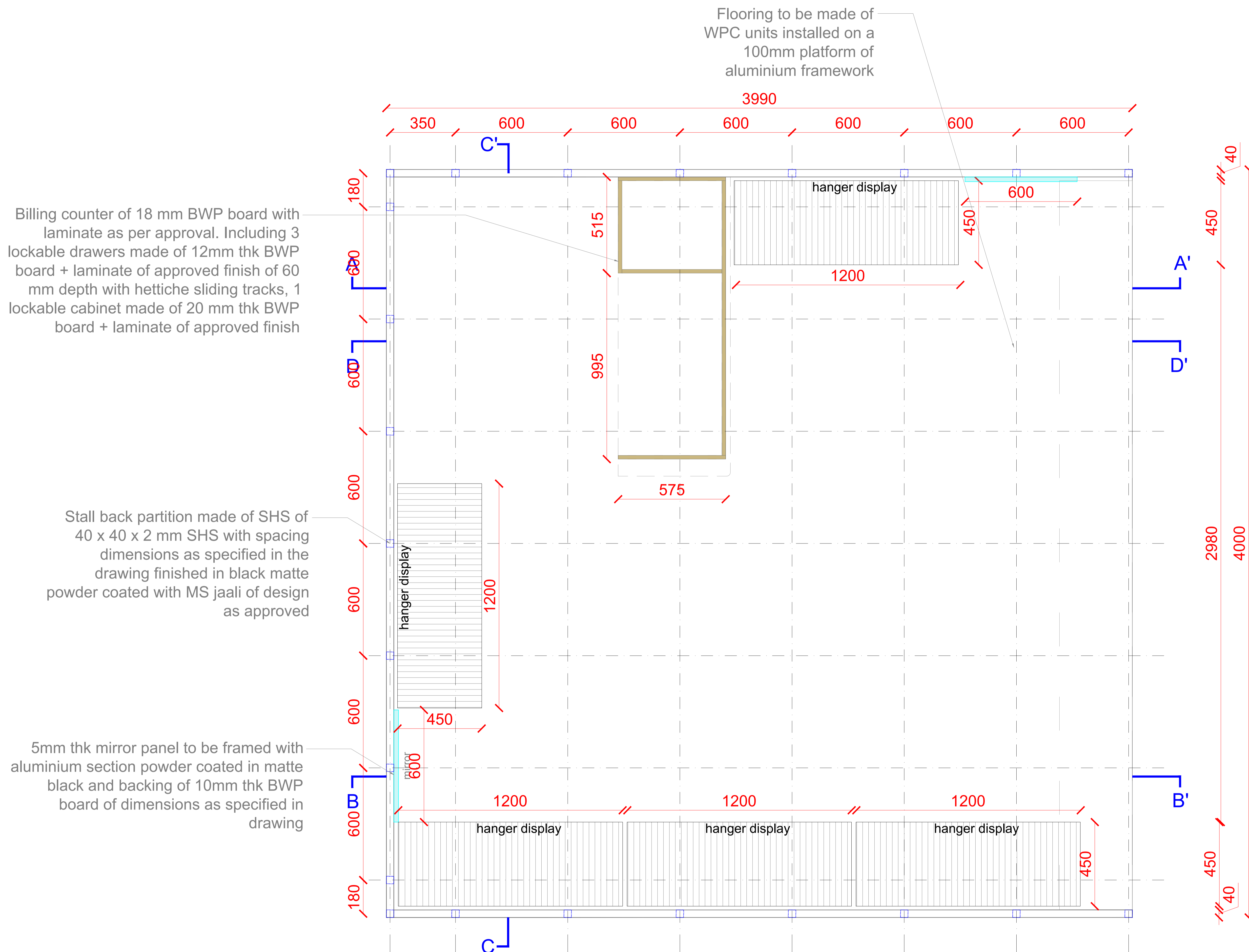
REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.
2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/OD/STALL/4X4/PLAN/DWG_01



CLIENT:
DC HANDLOOM, MINISTRY OF
TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
PLAN @ 750MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

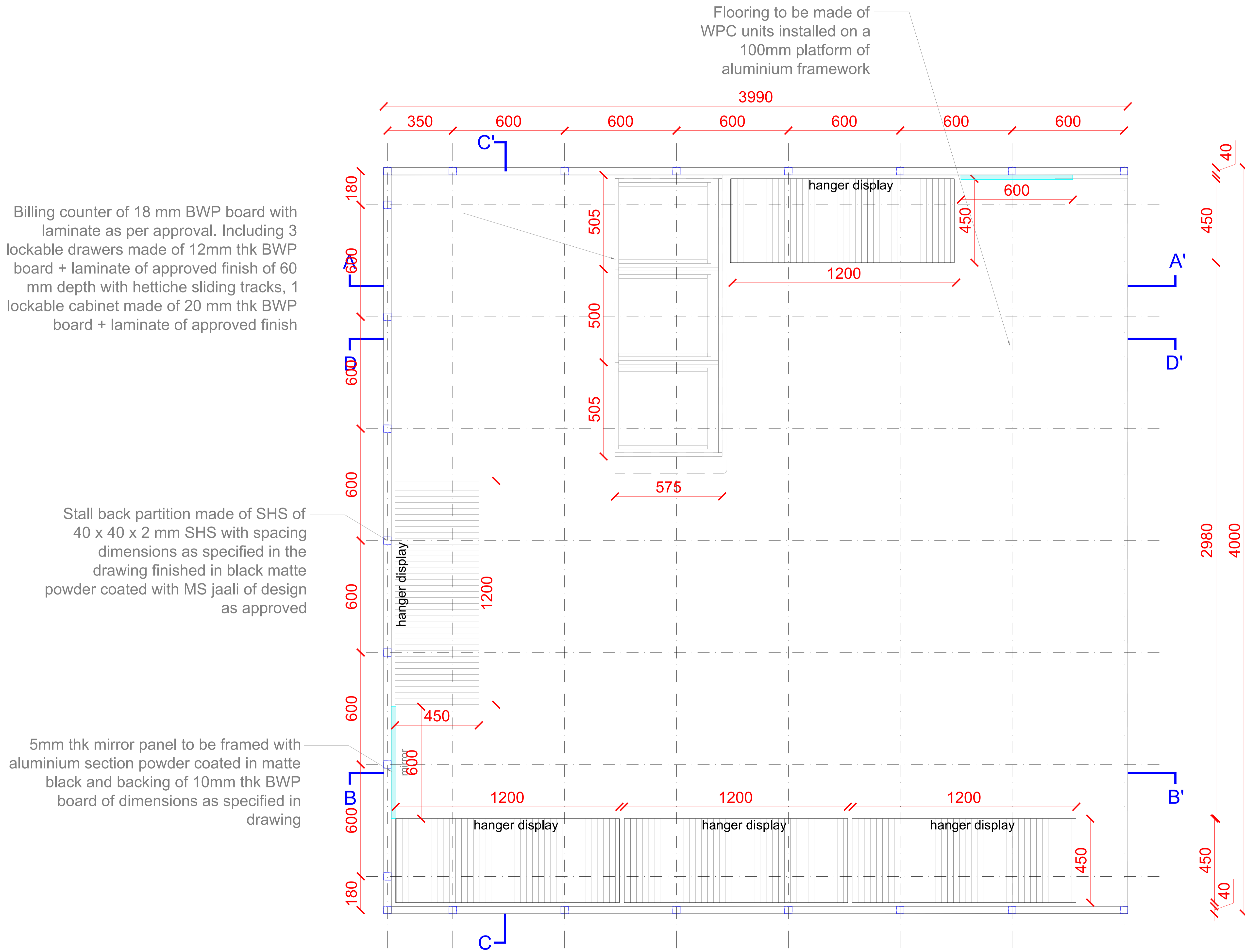
REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.
2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/OD/STALL/4X4/PLAN/DWG_02



Flooring to be made of
WPC units installed on a
100mm platform of
aluminium framework

Billing counter of 18 mm BWP board with laminate as per approval. Including 3 lockable drawers made of 12mm thk BWP board + laminate of approved finish of 60 mm depth with hettiche sliding tracks, 1 lockable cabinet made of 20 mm thk BWP board + laminate of approved finish

Stall back partition made of SHS of 40 x 40 x 2 mm SHS with spacing dimensions as specified in the drawing finished in black matte powder coated with MS jaali of design as approved

5mm thk mirror panel to be framed with aluminium section powder coated in matte black and backing of 10mm thk BWP board of dimensions as specified in drawing

1m long art rail including the clips to hang branding flex sheets/likewise

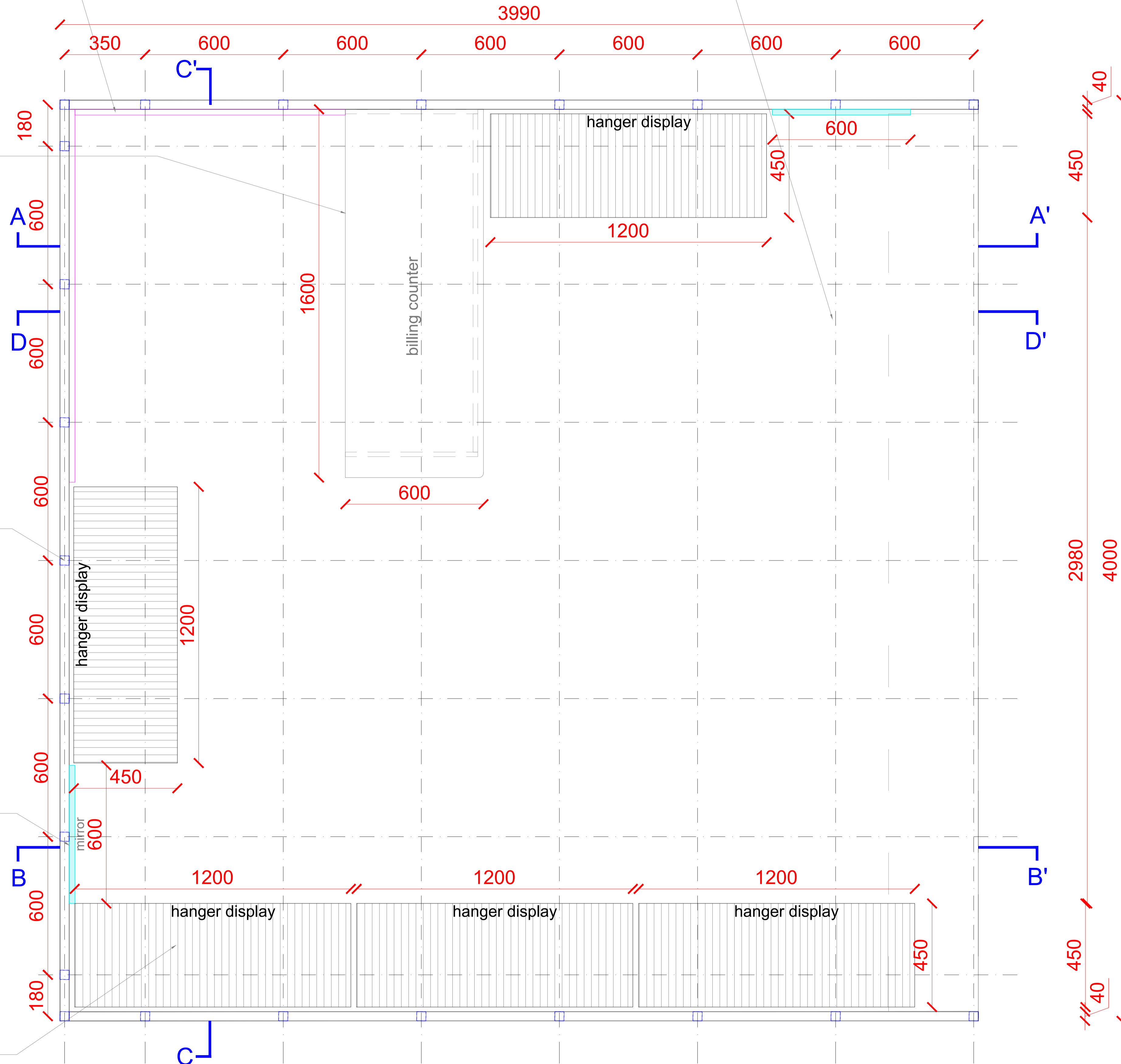
Flooring to be made of WPC units installed on a 100mm platform of aluminium framework

Billing counter of 18 mm BWP board with laminate as per approval. Including 3 lockable drawers made of 12mm thk BWP board + laminate of approved finish of 60 mm depth with hettiche sliding tracks, 1 lockable cabinet made of 20 mm thk BWP board + laminate of approved finish

Stall back partition made of SHS of 40 x 40 x 2 mm SHS with spacing dimensions as specified in the drawing finished in black matte powder coated with MS jaali of design as approved

5mm thk mirror panel to be framed with aluminium section powder coated in matte black and backing of 10mm thk BWP board of dimensions as specified in drawing

For stand-alone hanger display - Stand alone hanger display to be made of 25 mm SHS powder coated in matte black with provision of wheels of dimensions as specified in the drawing



CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL- 4m x 4m

CONTENT OF PLAN:
PLAN @ 1200MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

Notes:
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2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/OD/STALL/4X4/PLAN/DWG_03

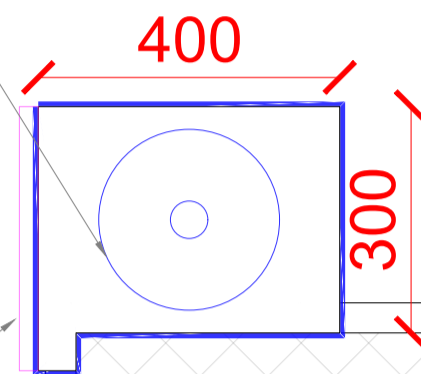
Motorized automatic see-through rolling shutters of GI with lockable feature in finished in matte PU paint shade as per approval

12mm thk BWP board to be fixed on the front surface of the roller shutter with screws for stall numbering and/or branding purposes and to be finished with matte finish laminate as per approval

@1200MM ABOVE F.F.L.

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.



For stand-alone hanger display - Stand alone hanger display to be made of 25 mm SHS powder coated in matte black with provision of wheels of dimensions as specified in the drawing

5mm thk mirror panel to be framed with aluminium section powder coated in matte black and backing of 10mm thk BWP board of dimensions as specified in drawing

SECTION BB'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
SECTIONS BB'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

- Notes:
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 - All dimensions are in millimeters (mm).
 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/OD/STALL/4X4/SEC/DWG_05

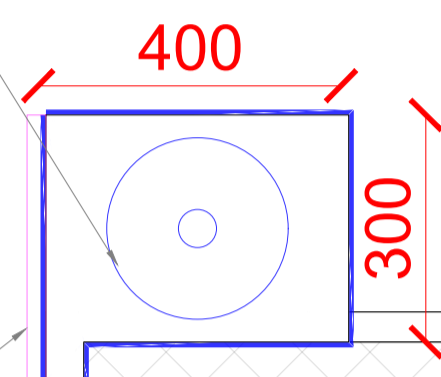
Motorized automatic see-through rolling shutters of GI with lockable feature in finished in matte PU paint shade as per approval

12mm thk BWP board to be fixed on the front surface of the roller shutter with screws for stall numbering and/or branding purposes and to be finished with matte finish laminate as per approval

@1200MM ABOVE F.F.L.

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.



Stall back partition made of SHS of 40 x 40 x 2 mm SHS with spacing dimensions as specified in the drawing finished in black matte powder coated with MS jaali of design as approved

1m long art rail including the clips to hang branding flex sheets/likewise

Billing counter of 18 mm BWP board with laminate as per approval. Including 3 lockable drawers made of 12mm thk BWP board + laminate of approved finish of 60 mm depth with hettiche sliding tracks, 1 lockable cabinet made of 20 mm thk BWP board + laminate of approved finish

SECTION DD'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
SECTIONS DD'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.
2. All dimensions are in millimeters (mm).
3. This drawing is to be scale.
4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
H/OD/STALL/4X4/SEC/DWG_07

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
SECTIONS CC'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi - 110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

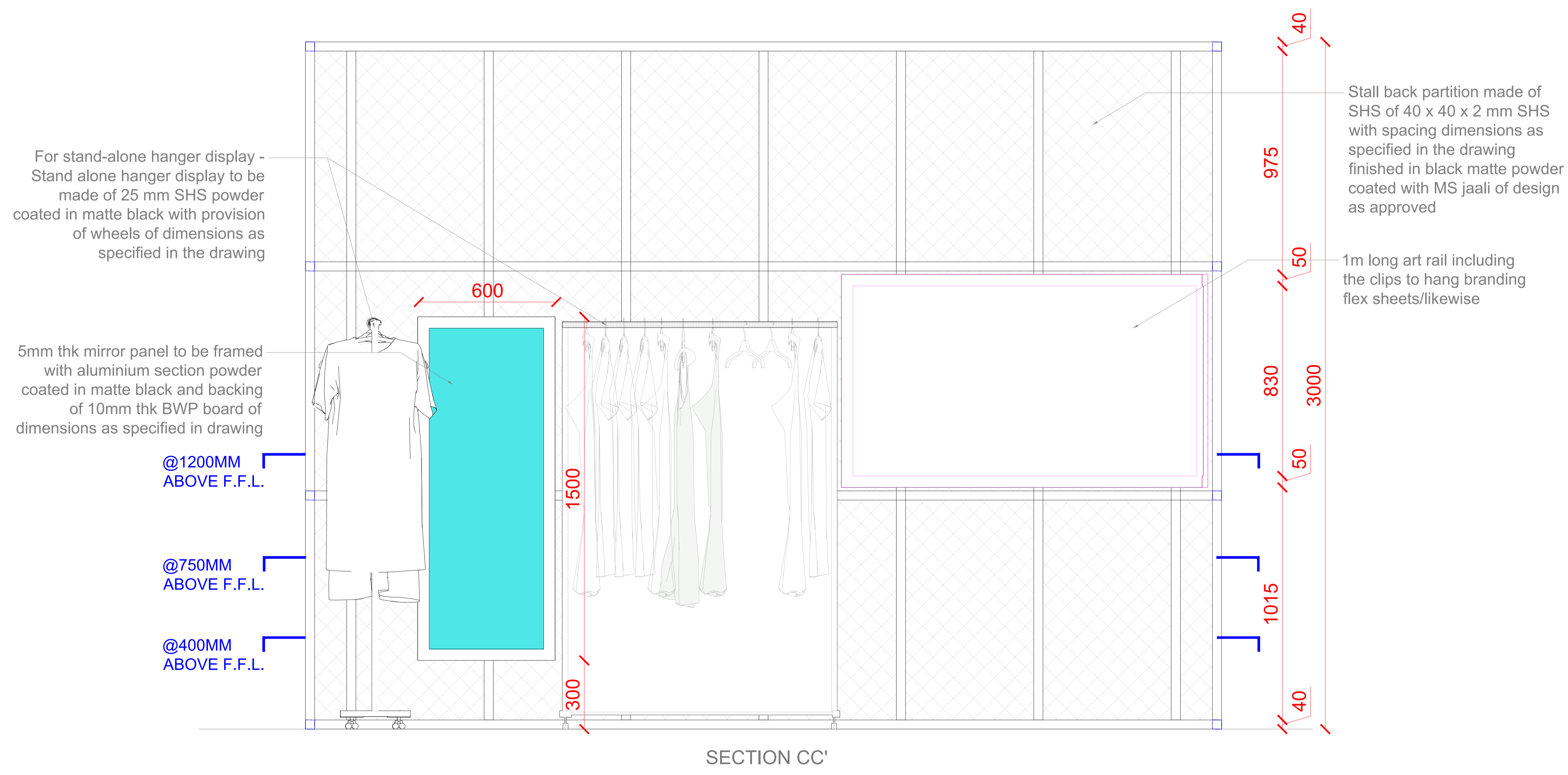
Notes:

- All dimensions are from existing finished surfaces.
- All dimensions are in millimeters (mm).
- This drawing is to be scale.
- This drawing is circulated as an annexure for the execution tender of the project.

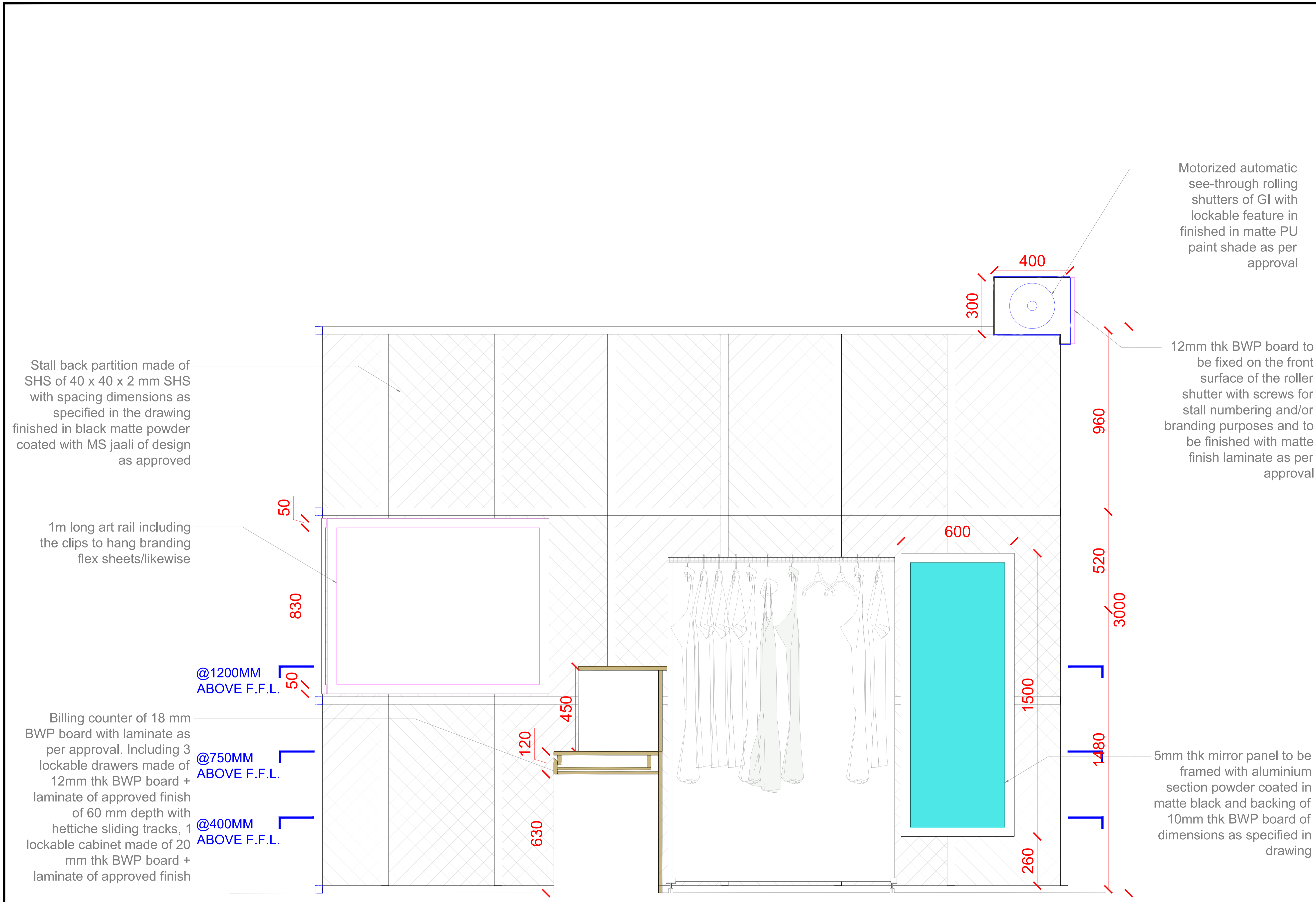
DRAWN BY: **TANVI THAKUR**

SCALE: **1:10 ON A1 SHEET**

DRAWING NO.
HH/OD/STALL/4X4/SEC/DWG_06



SECTION CC'



Stall back partition made of SHS of 40 x 40 x 2 mm SHS with spacing dimensions as specified in the drawing finished in black matte powder coated with MS jaali of design as approved

1m long art rail including the clips to hang branding flex sheets/likewise

Billing counter of 18 mm BWP board with laminate as per approval. Including 3 lockable drawers made of 12mm thk BWP board + laminate of approved finish of 60 mm depth with hettiche sliding tracks, 1 lockable cabinet made of 20 mm thk BWP board + laminate of approved finish

Motorized automatic see-through rolling shutters of GI with lockable feature in finished in matte PU paint shade as per approval

12mm thk BWP board to be fixed on the front surface of the roller shutter with screws for stall numbering and/or branding purposes and to be finished with matte finish laminate as per approval

5mm thk mirror panel to be framed with aluminium section powder coated in matte black and backing of 10mm thk BWP board of dimensions as specified in drawing

SECTION AA'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
OUTDOOR STALL - 4m x 4m

CONTENT OF PLAN:
SECTIONS AA'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
- All dimensions are from existing finished surfaces.
 - All dimensions are in millimeters (mm).
 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: TANVI THAKUR

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/OD/STALL/4X4/SEC/DWG_04

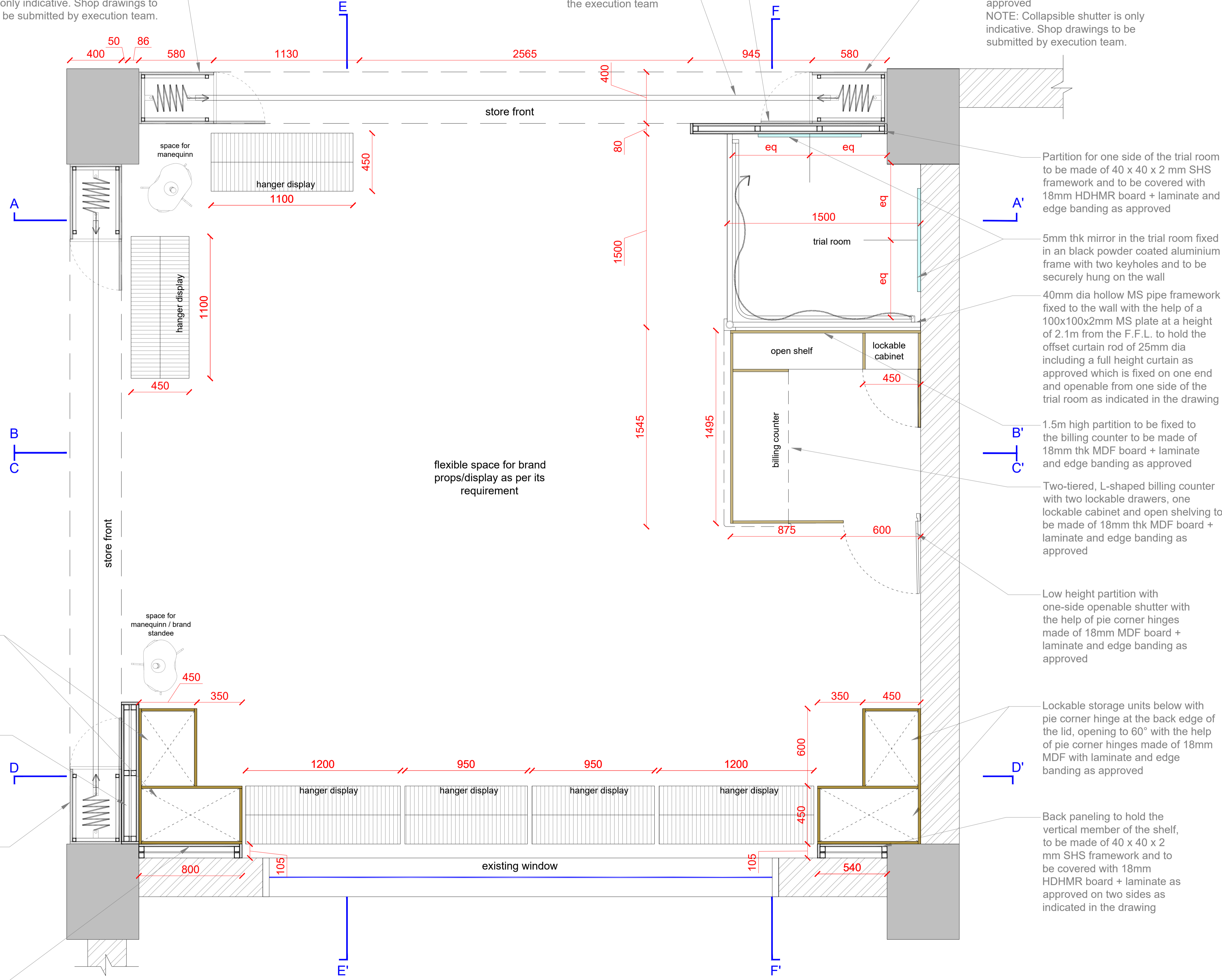
Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Note - Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.

Top and bottom track for the shutter to slide. Track size is only indicative, and must be measured and laid based as per shop drawing submitted by the execution team

Each collapsible shutter enclosure to have a single shutter door fixed with 90deg hinges and magnetic push-pull catcher as the opening mechanism

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved
NOTE: Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.



PLAN @400MM ABOVE F.F.L.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

Partition to hold the vertical member of the shelf to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate and edge banding as approved

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Note - Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.

Back paneling to hold the vertical member of the shelf, to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate as approved on two sides as indicated in the drawing

Partition for one side of the trial room to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate and edge banding as approved

5mm thk mirror in the trial room fixed in a black powder coated aluminium frame with two keyholes and to be securely hung on the wall

40mm dia hollow MS pipe framework fixed to the wall with the help of a 100x100x2mm MS plate at a height of 2.1m from the F.F.L. to hold the offset curtain rod of 25mm dia including a full height curtain as approved which is fixed on one end and openable from one side of the trial room as indicated in the drawing

1.5m high partition to be fixed to the billing counter to be made of 18mm thk MDF board + laminate and edge banding as approved

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

Low height partition with one-side openable shutter with the help of pie corner hinges made of 18mm MDF board + laminate and edge banding as approved

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

Back paneling to hold the vertical member of the shelf, to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate as approved on two sides as indicated in the drawing

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 6m x 6m

CONTENT OF PLAN:
PLAN @ 400MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Ataknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
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 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: MRUNAL

SCALE: 1:16 ON A1 SIZE

DRAWING NO.
HH/IN/STALL/6X6/PLAN/DWG_01

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 6m x 6m

CONTENT OF PLAN:
PLAN @ 700MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

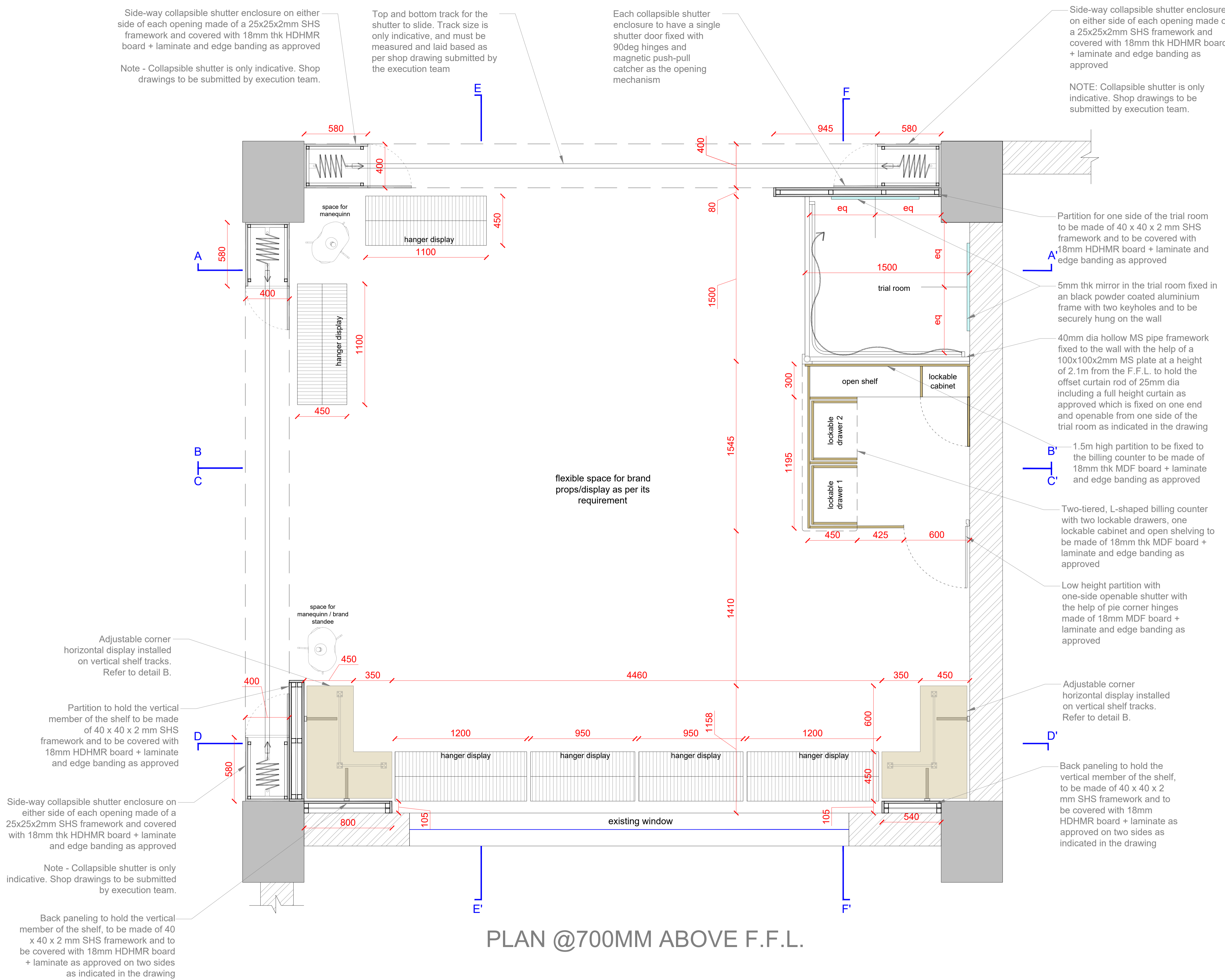
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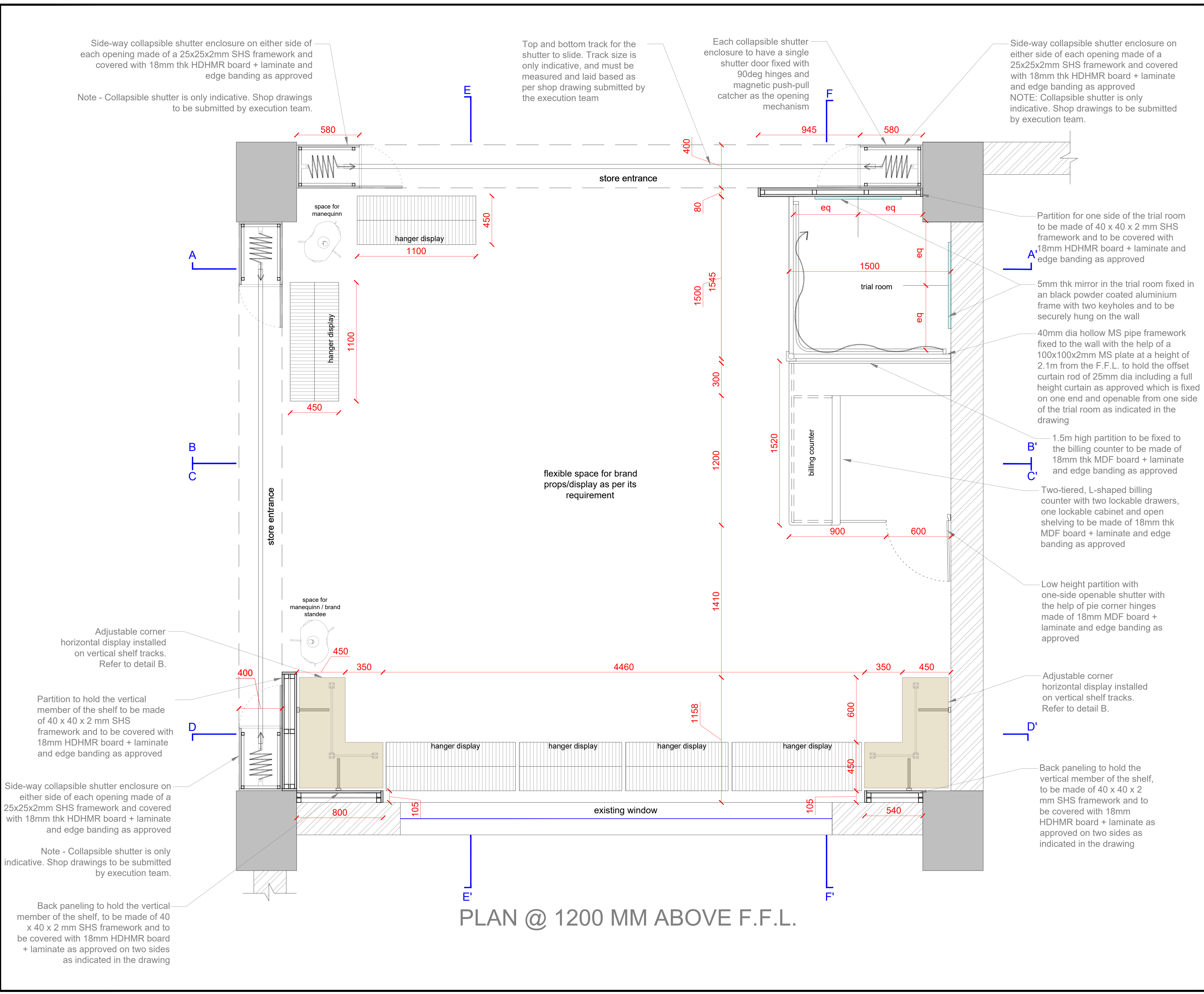
- Notes:
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DRAWN BY: MRUNAL

SCALE: 1:16 ON A1 SIZE

DRAWING NO.
 HH/IN/STALL/6X6/PLAN/DWG_02





PLAN @ 1200 MM ABOVE F.F.L.

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 6m x 6m

CONTENT OF PLAN:
PLAN @ 1200MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

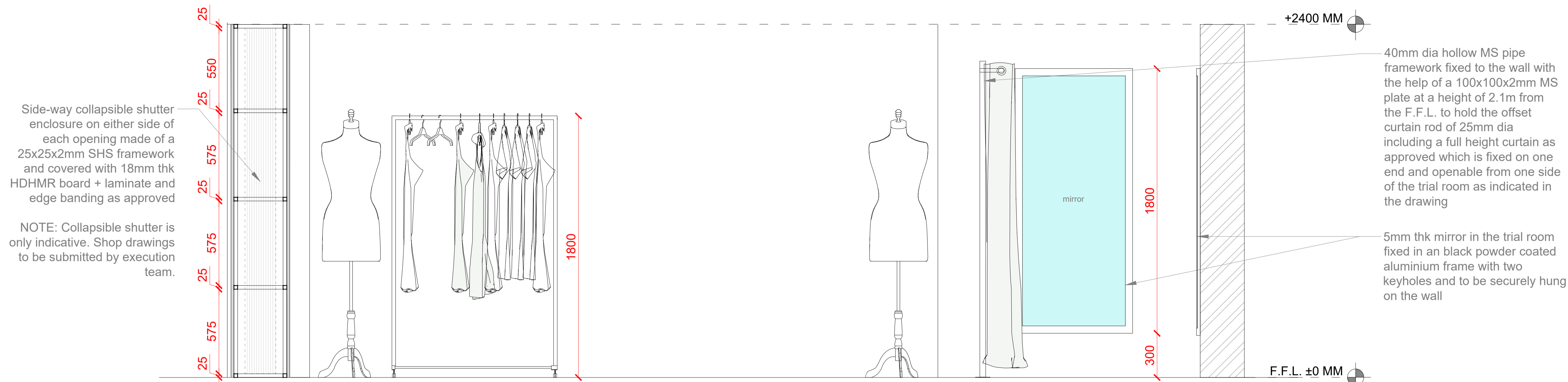
REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
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 - All dimensions are in millimeters (mm).
 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: MRUNAL

SCALE: 1:16 ON A1 SIZE

DRAWING NO.
 HH/IN/STALL/6X6/PLAN/DWG_03



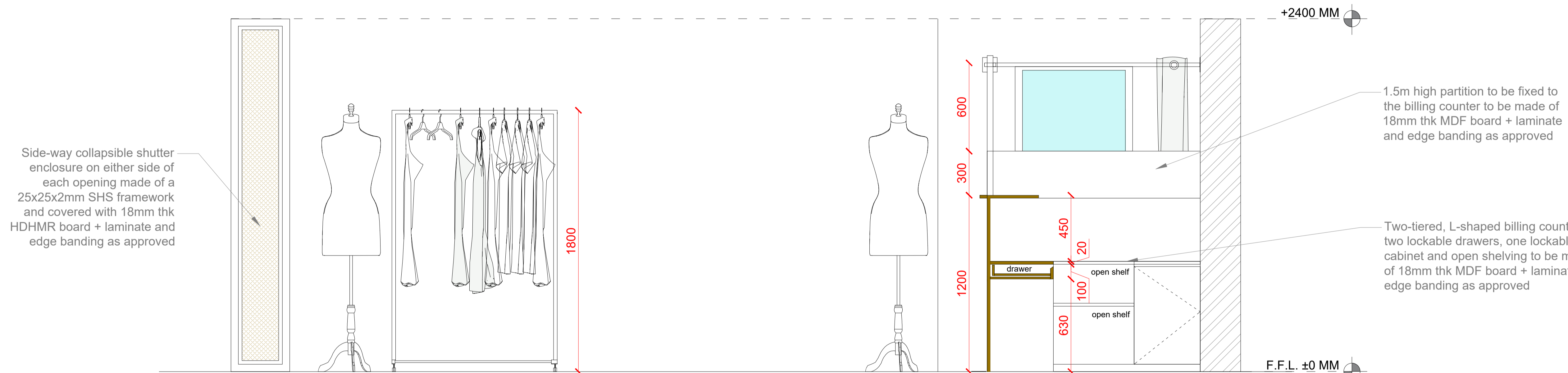
Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

NOTE: Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.

40mm dia hollow MS pipe framework fixed to the wall with the help of a 100x100x2mm MS plate at a height of 2.1m from the F.F.L. to hold the offset curtain rod of 25mm dia including a full height curtain as approved which is fixed on one end and openable from one side of the trial room as indicated in the drawing

5mm thk mirror in the trial room fixed in an black powder coated aluminium frame with two keyholes and to be securely hung on the wall

SECTION AA'

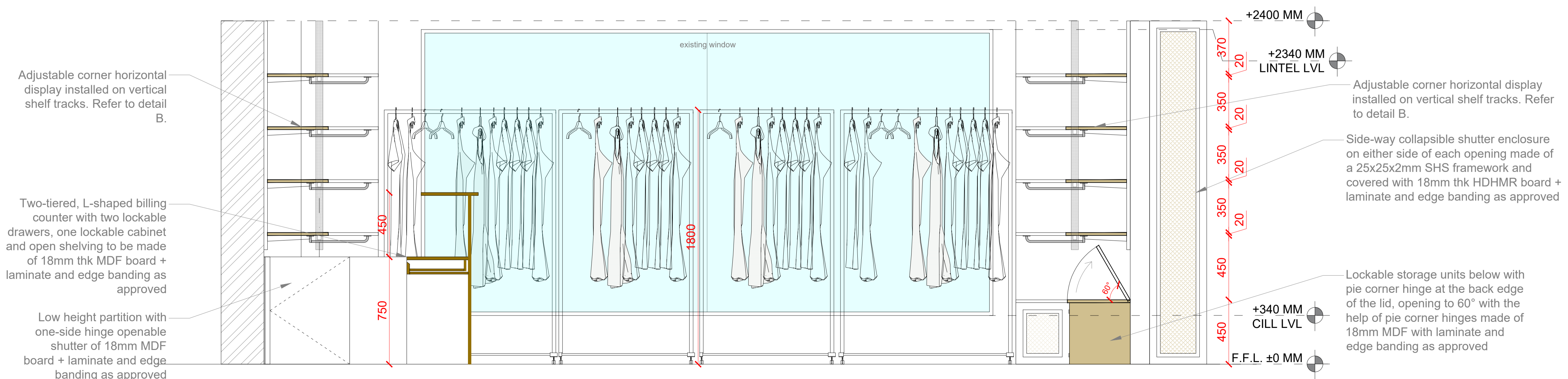


Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

1.5m high partition to be fixed to the billing counter to be made of 18mm thk MDF board + laminate and edge banding as approved

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

SECTION BB'



Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

Low height partition with one-side hinge openable shutter of 18mm MDF board + laminate and edge banding as approved

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

SECTION CC'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 6m x 6m

CONTENT OF PLAN:
SECTIONS AA', BB', CC'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

Notes:
1. All dimensions are from existing finished surfaces.

2. All dimensions are in millimeters (mm).

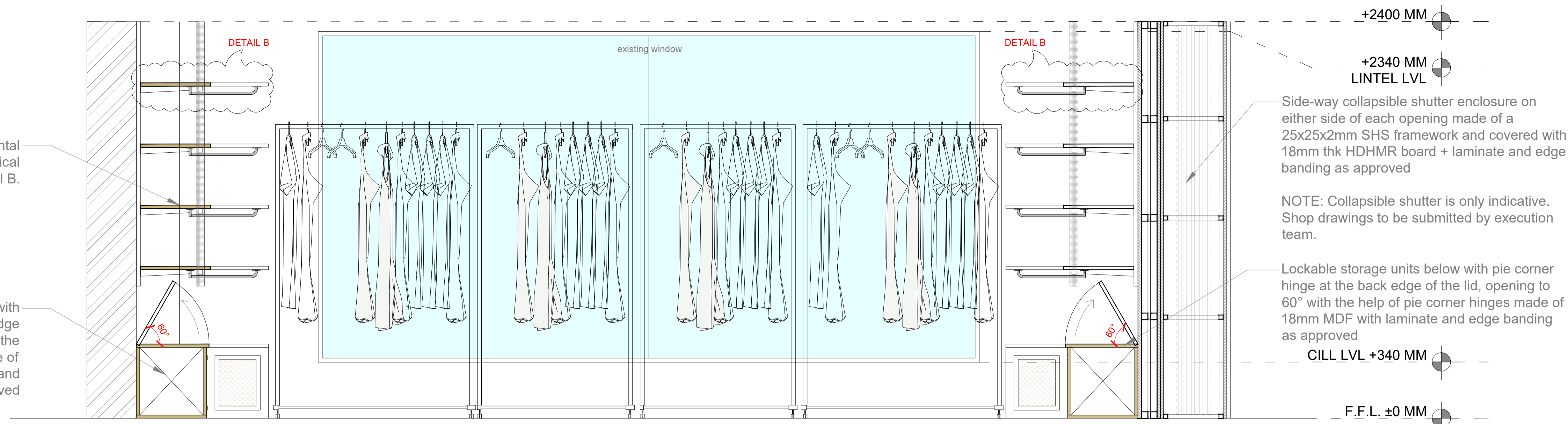
3. This drawing is to be scale.

4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: MRUNAL

SCALE: 1:16 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/6X6/SEC/DWG_04

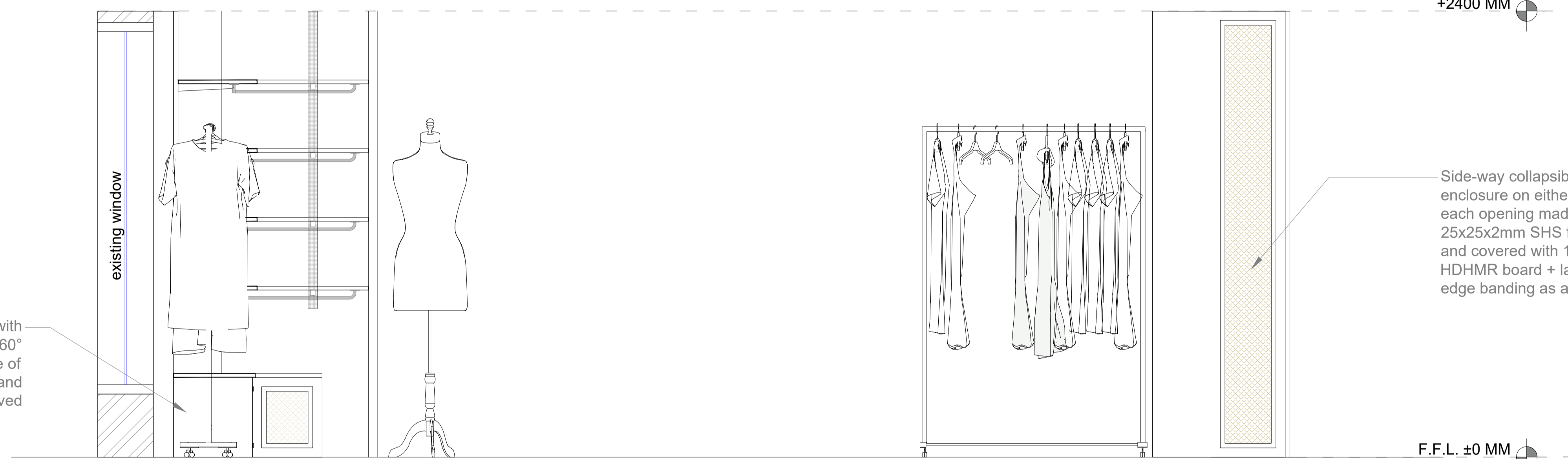


SECTION DD'

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

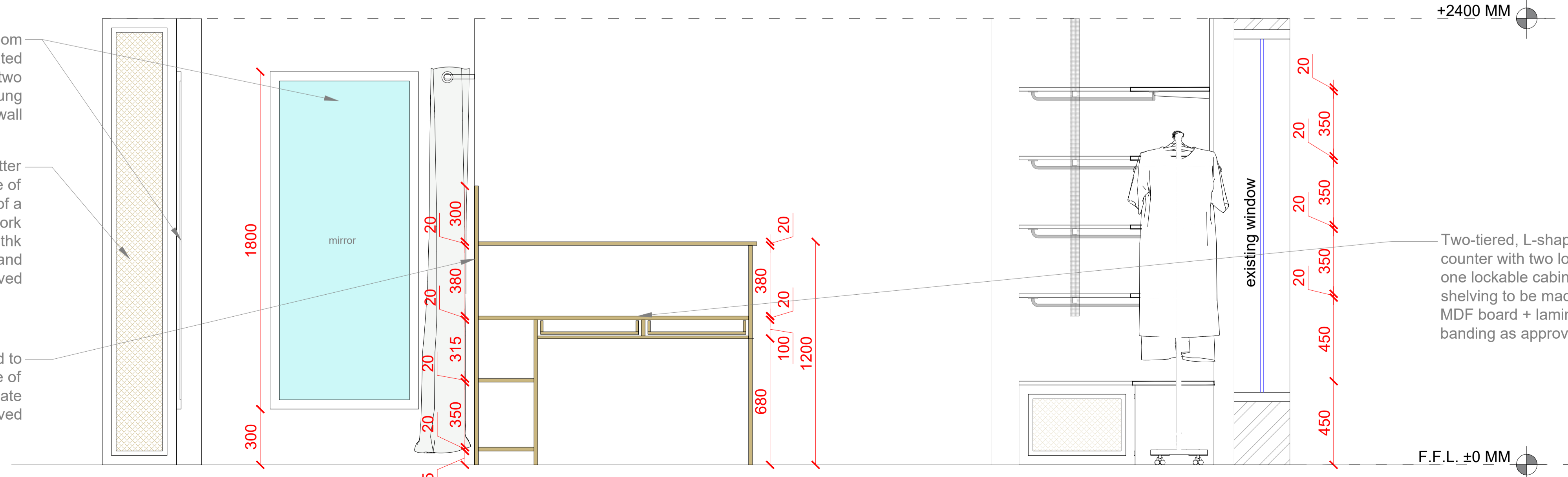
+2400 MM
+2340 MM LINTEL LVL
Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved
NOTE: Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.
Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved
CILL LVL +340 MM
F.F.L. ±0 MM



SECTION EE'

Lockable storage units below with top-hinged shutter, opening to 60° with the help of hinges made of 18mm MDF with laminate and edge banding as approved

+2400 MM
Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved
F.F.L. ±0 MM



SECTION FF'

5mm thk mirror in the trial room fixed in a black powder coated aluminium frame with two keyholes and to be securely hung on the wall

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

1.5m high partition to be fixed to the billing counter to be made of 18mm thk MDF board + laminate and edge banding as approved

+2400 MM
Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved
F.F.L. ±0 MM

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 6m x 6m

CONTENT OF PLAN:
SECTIONS DD', EE', FF'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
- All dimensions are from existing finished surfaces.
 - All dimensions are in millimeters (mm).
 - This drawing is to be scale.
 - This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: MRUNAL

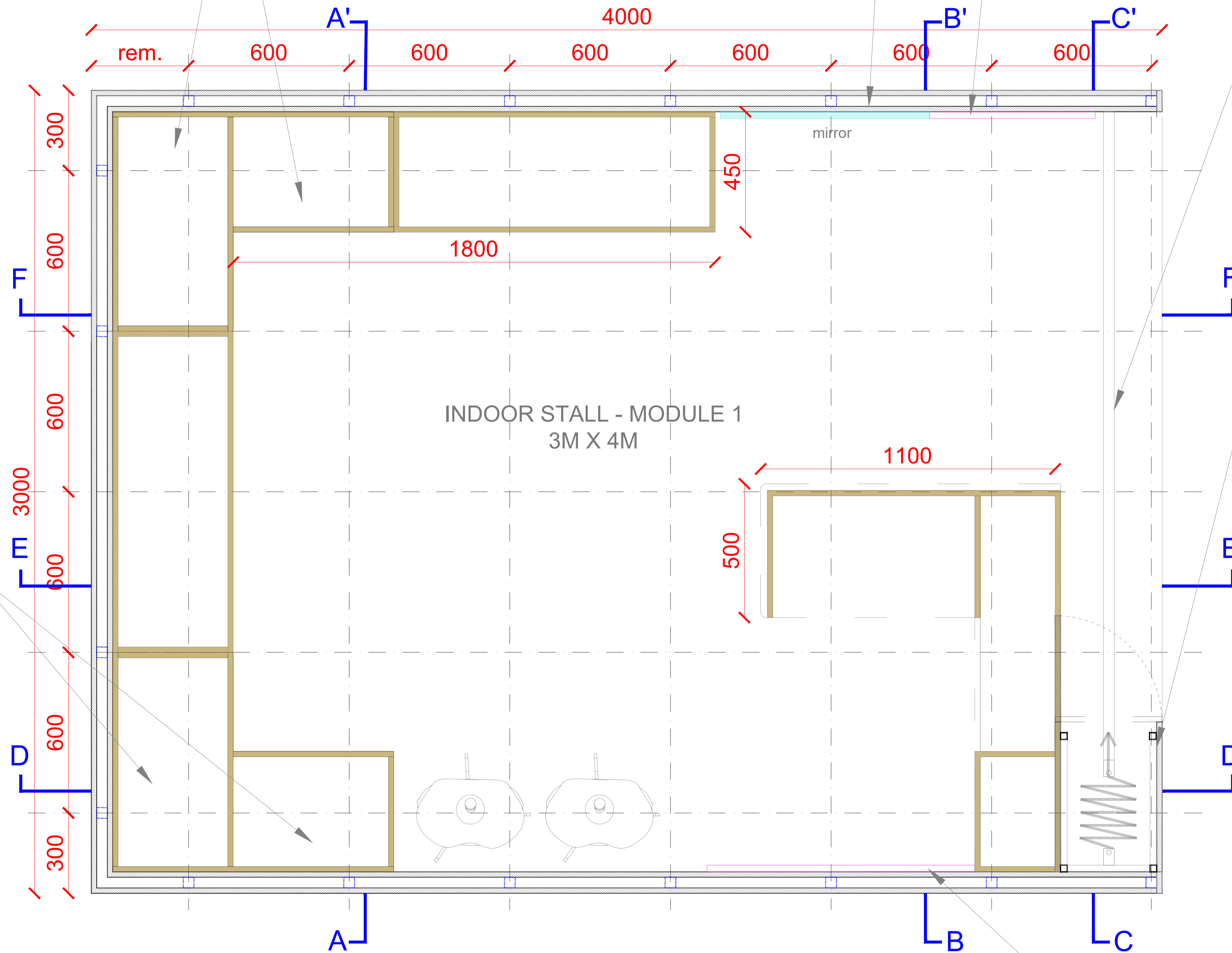
SCALE: 1:16 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/6X6/SEC/DWG_05

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

5mm thk mirror fixed in an black powder coated aluminium frame with two keyholes and to be securely hung on the wall

20mm thk HDHMR board with matte finish laminate as per approval for branding



Top and bottom track for the shutter to slide. Track size is only indicative, and must be measured and laid based as per shop drawing submitted by the execution team

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Note - Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

PLAN @ 400MM ABOVE F.F.L.

20mm thk HDHMR board with matte finish laminate as per approval for branding

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4m

CONTENT OF PLAN:
PLAN @ 400MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

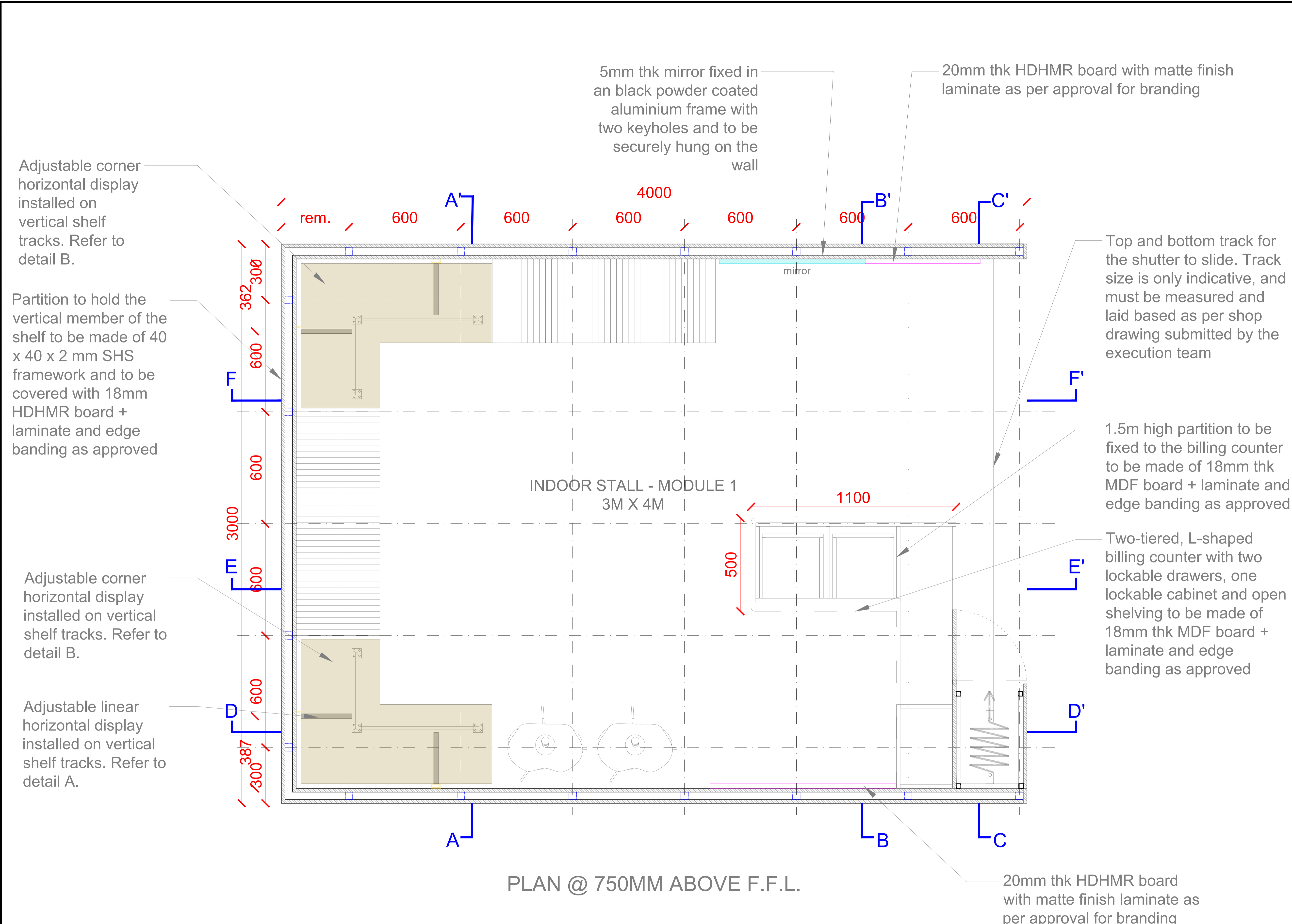
REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
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DRAWN BY: AAYUSHI

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/IN/STALL/3X4/PLAN/DWG_01



CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE

PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4m

CONTENT OF PLAN:
PLAN @ 750MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

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DRAWN BY: AAYUSHI

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/IN/STALL/3X4/PLAN/DWG_02

CLIENT:
DC HANDLOOM, MINISTRY OF
TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4m

CONTENT OF PLAN:
PLAN @ 1200MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

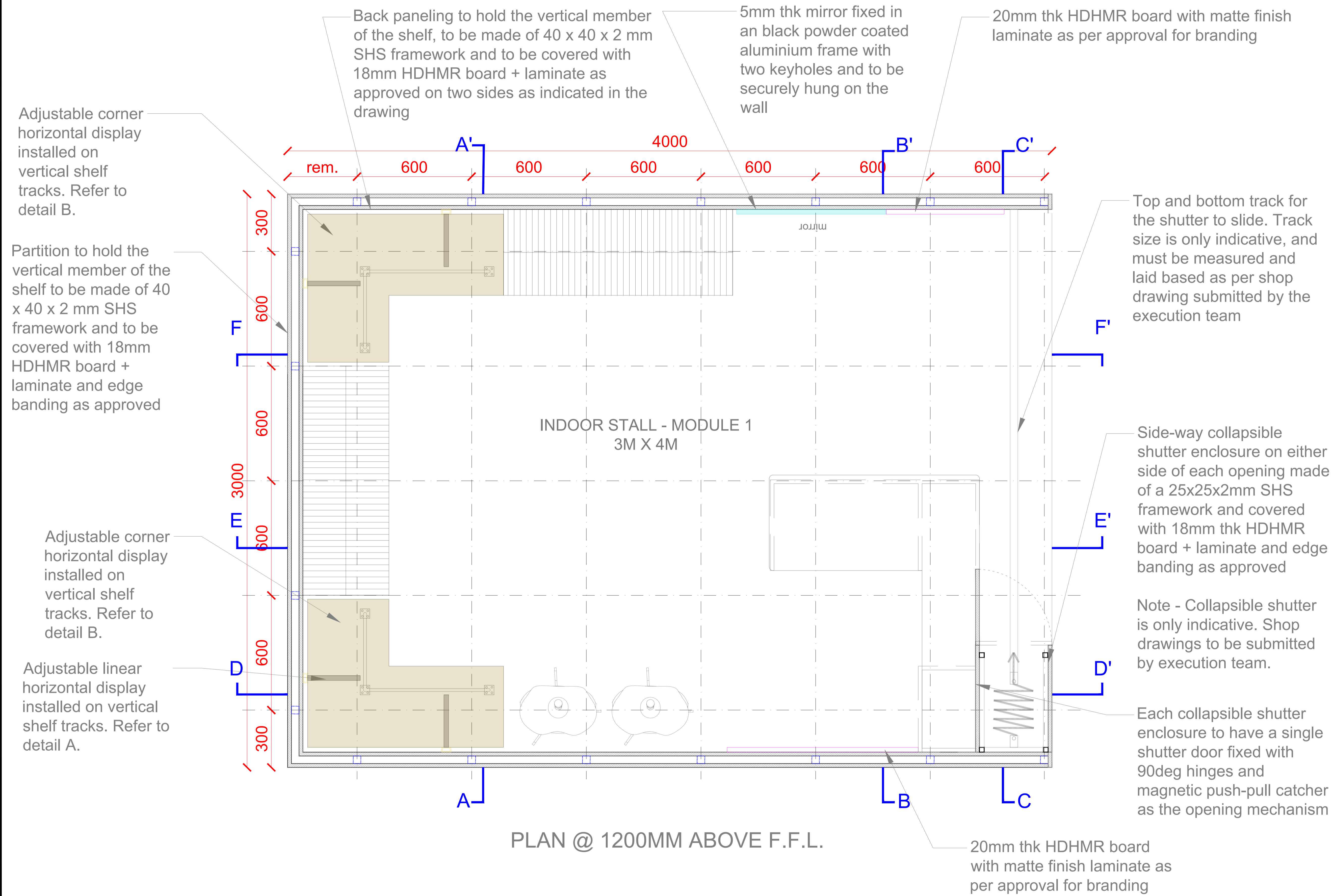
REVNO.	DATE	DESCRIPTION

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DRAWN BY: AAYUSHI

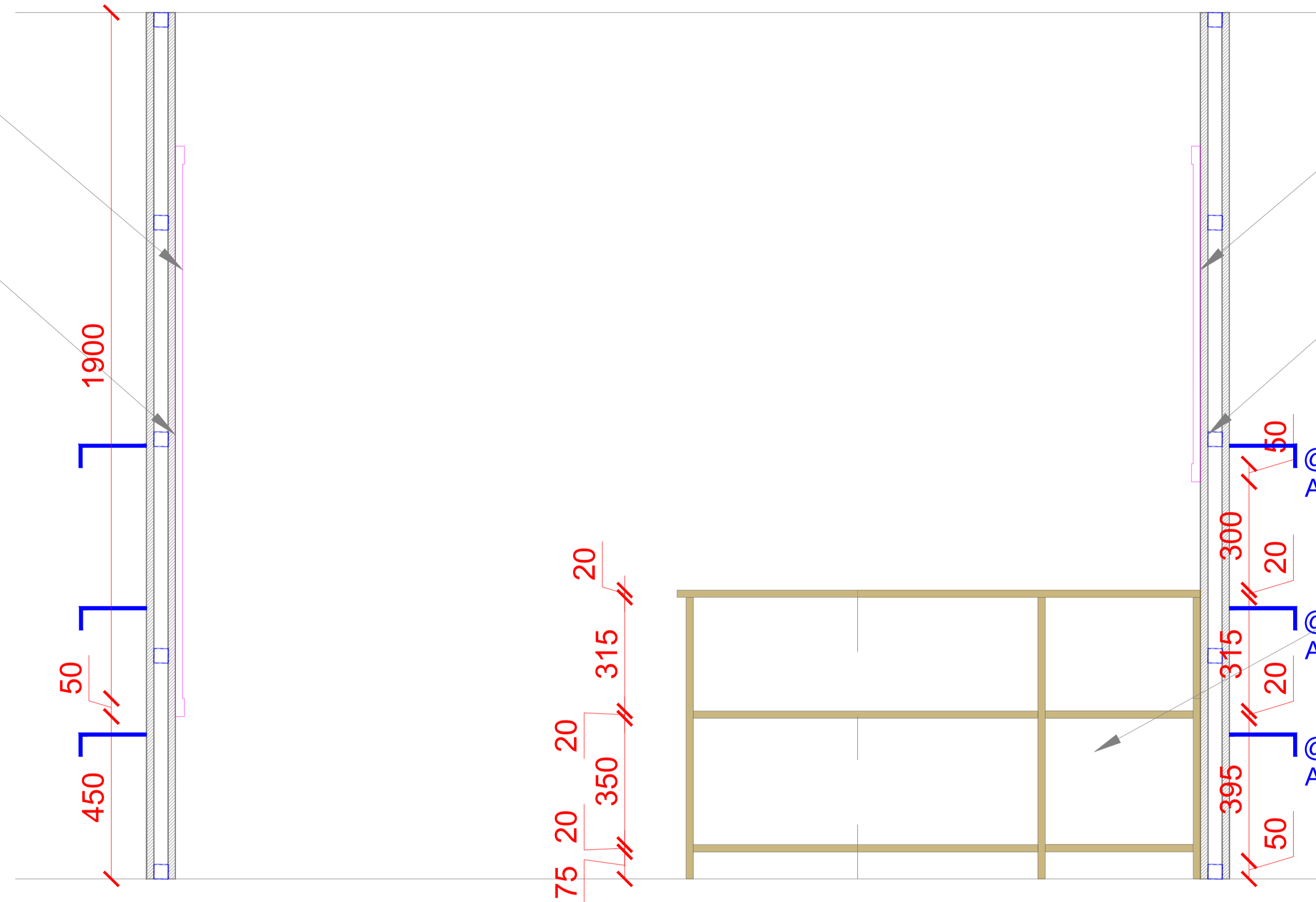
SCALE: 1:10 ON A1 SIZE

DRAWING NO.
HH/IN/STALL/3X4/PLAN/DWG_03



20mm thk HDHMR board with matte finish laminate as per approval for branding

Partition to hold the vertical member of the shelf to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate and edge banding as approved



SECTION CC'

20mm thk HDHMR board with matte finish laminate as per approval for branding

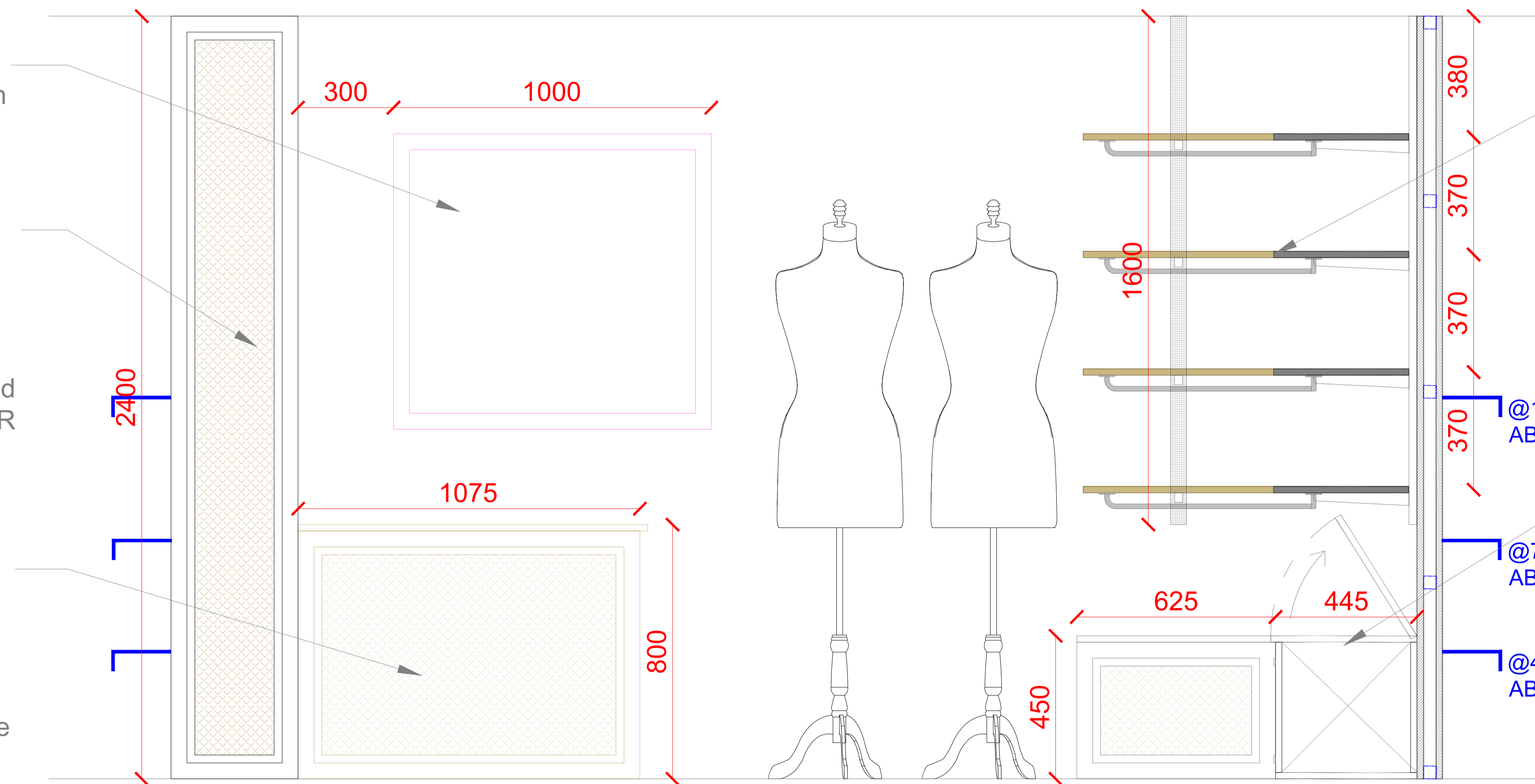
Partition to hold the vertical member of the shelf to be made of 40 x 40 x 2 mm SHS framework and to be covered with 18mm HDHMR board + laminate and edge banding as approved

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

20mm thk HDHMR board with matte finish laminate as per approval for branding

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

Front-facing vertical members of the floor mount lockable storage cabinet to be made of 18mm HDHMR board with decorative laminate as per approval



SECTION FF'

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE

PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4m

CONTENT OF PLAN:
SECTIONS CC', FF'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

Notes:
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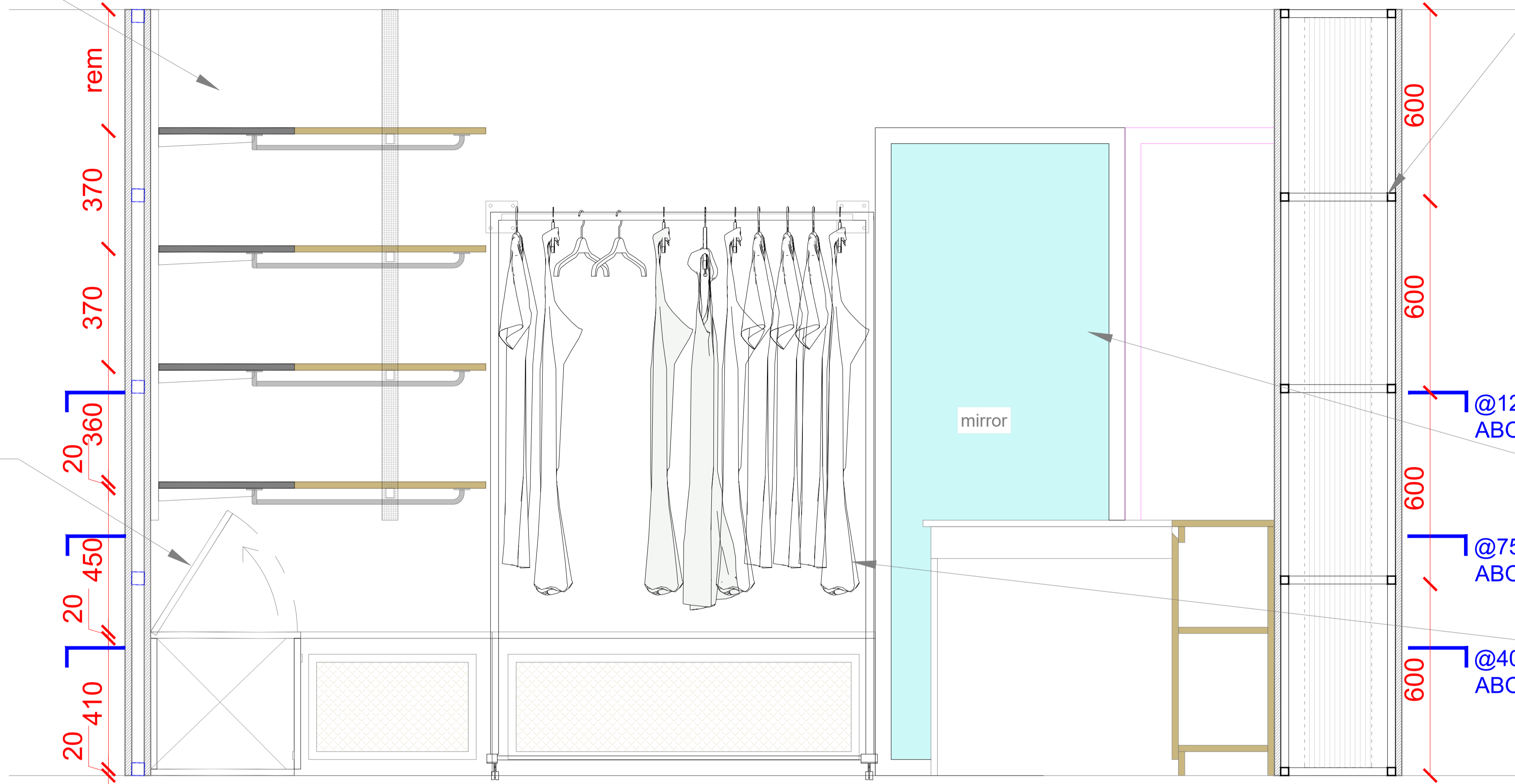
DRAWN BY: AAYUSHI

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/3X4/SEC/DWG_06

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION DD'

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

NOTE: Collapsible shutter is only indicative. Shop drawings to be submitted by execution team.

@1200MM ABOVE F.F.L.

@750MM ABOVE F.F.L.

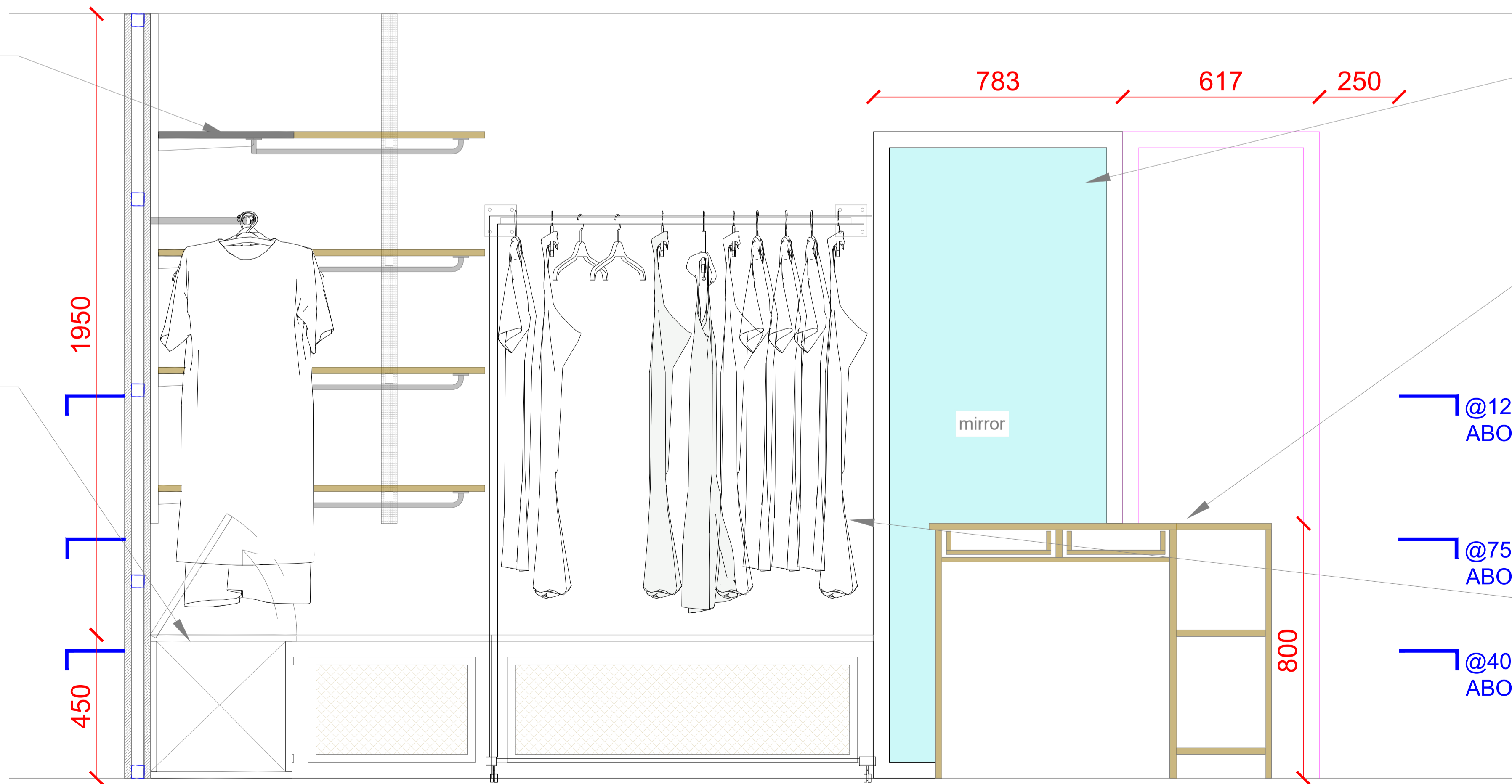
@400MM ABOVE F.F.L.

5mm thk mirror fixed in an black powder coated aluminium frame with two keyholes and to be securely hung on the wall

For indoor stalls fixed hanger display - Hanger pipes to be installed on the partition walls at specified height of 20mm dia MS hollow pipes welded to 100x100x2 mm plates to be securely screwed into the partition walls and powder coated in matte black

Adjustable corner horizontal display installed on vertical shelf tracks. Refer to detail B.

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved



SECTION EE'

5mm thk mirror fixed in an black powder coated aluminium frame with two keyholes and to be securely hung on the wall

Two-tiered, L-shaped billing counter with two lockable drawers, one lockable cabinet and open shelving to be made of 18mm thk MDF board + laminate and edge banding as approved

@1200MM ABOVE F.F.L.

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.

For indoor stalls fixed hanger display - Hanger pipes to be installed on the partition walls at specified height of 20mm dia MS hollow pipes welded to 100x100x2 mm plates to be securely screwed into the partition walls and powder coated in matte black

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3m x 4m

CONTENT OF PLAN:
SECTIONS DD', FF'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

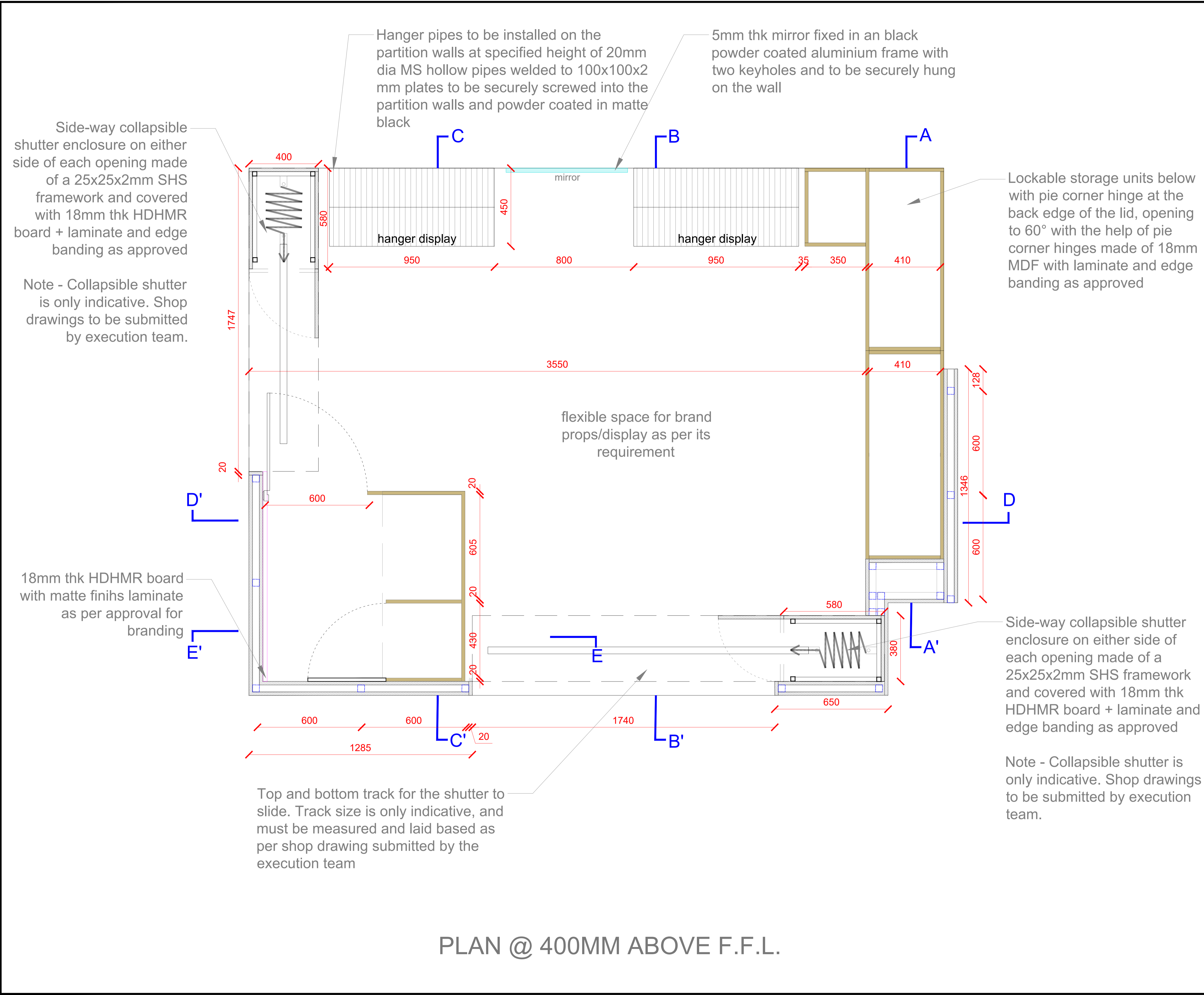
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DRAWN BY: MRUNAL

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/3X4/SEC/DWG_05



CLIENT:
 DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
 PLAN @ 400MM ABOVE F.F.L.

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
 01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

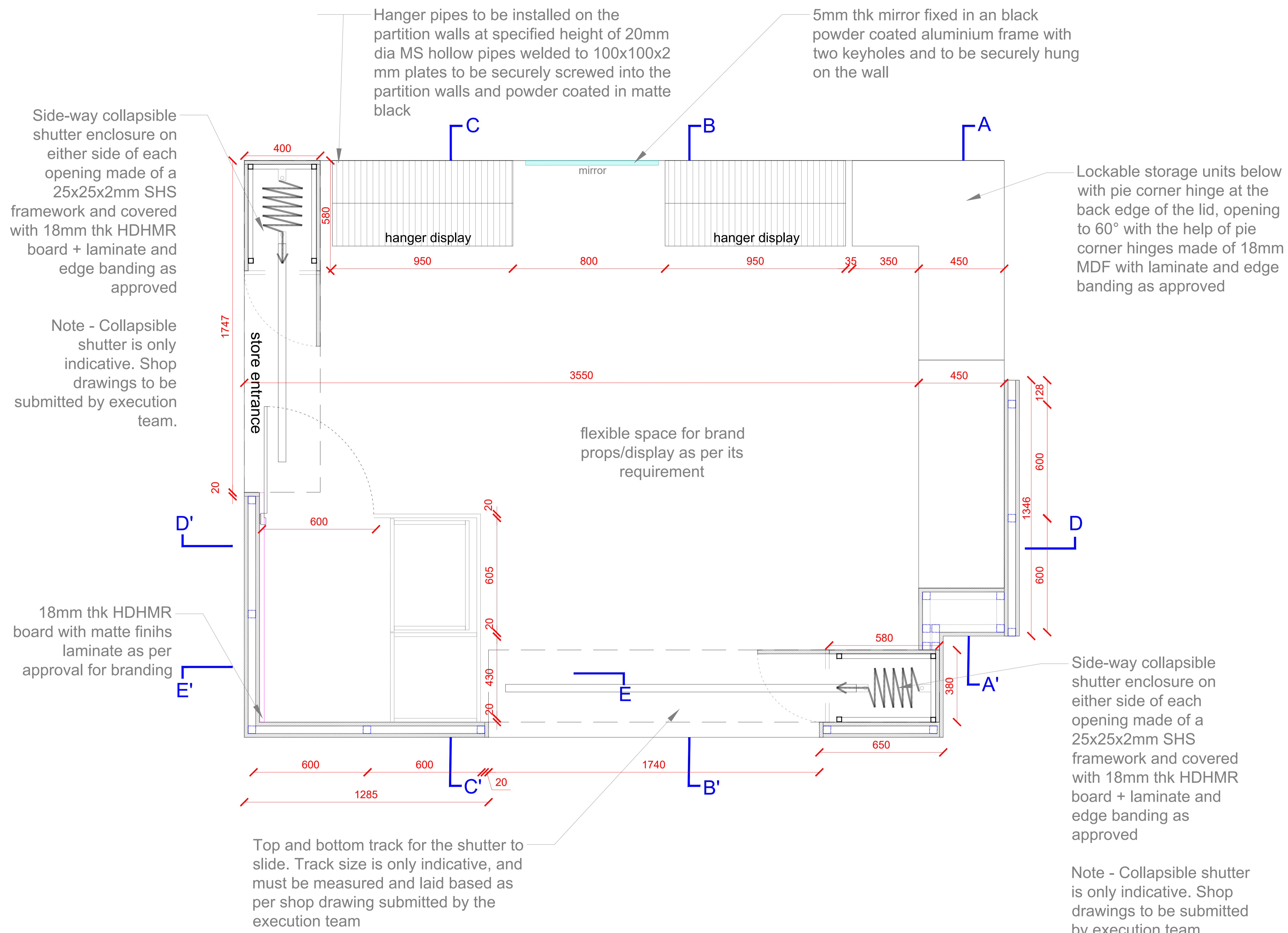
Notes:
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 3. This drawing is to be scale.
 4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: HIMANSHI RATURI

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
 HH/IN/STALL/3X4CO/PLAN/DWG_01

PLAN @ 400MM ABOVE F.F.L.



CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
PLAN @ 750MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE
 DATE:
01-JUL-2026

REVISION

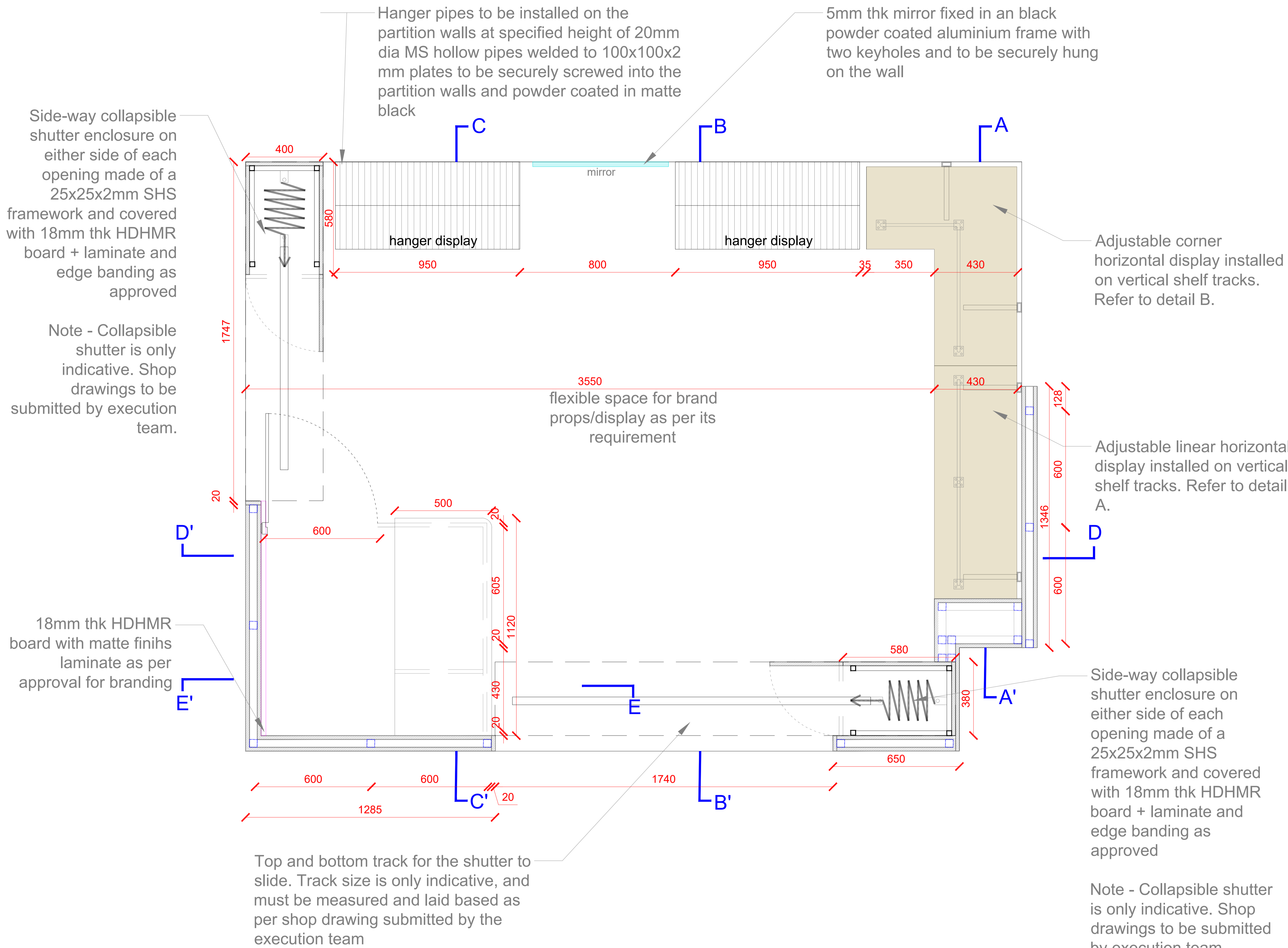
REVNO.	DATE	DESCRIPTION

Notes:
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 4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY: HIMANSHI RATURI
 SCALE: 1:10 ON A1 SIZE

DRAWING NO.
 HH/IN/STALL/3X4C0/PLAN/DWG_02

PLAN @ 750MM ABOVE F.F.L.



CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
PLAN @ 1200MM ABOVE F.F.L.

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
 201, Second Floor, E-1, Nuchna Tower,
 Alaknanda shopping complex
 New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

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01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

- Notes:
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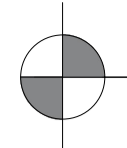
DRAWN BY: HIMANSHI RATURI

SCALE: 1:10 ON A1 SIZE

DRAWING NO.
 HH/IN/STALL/3X4C0/PLAN/DWG_03

PLAN @ 1200MM ABOVE F.F.L.

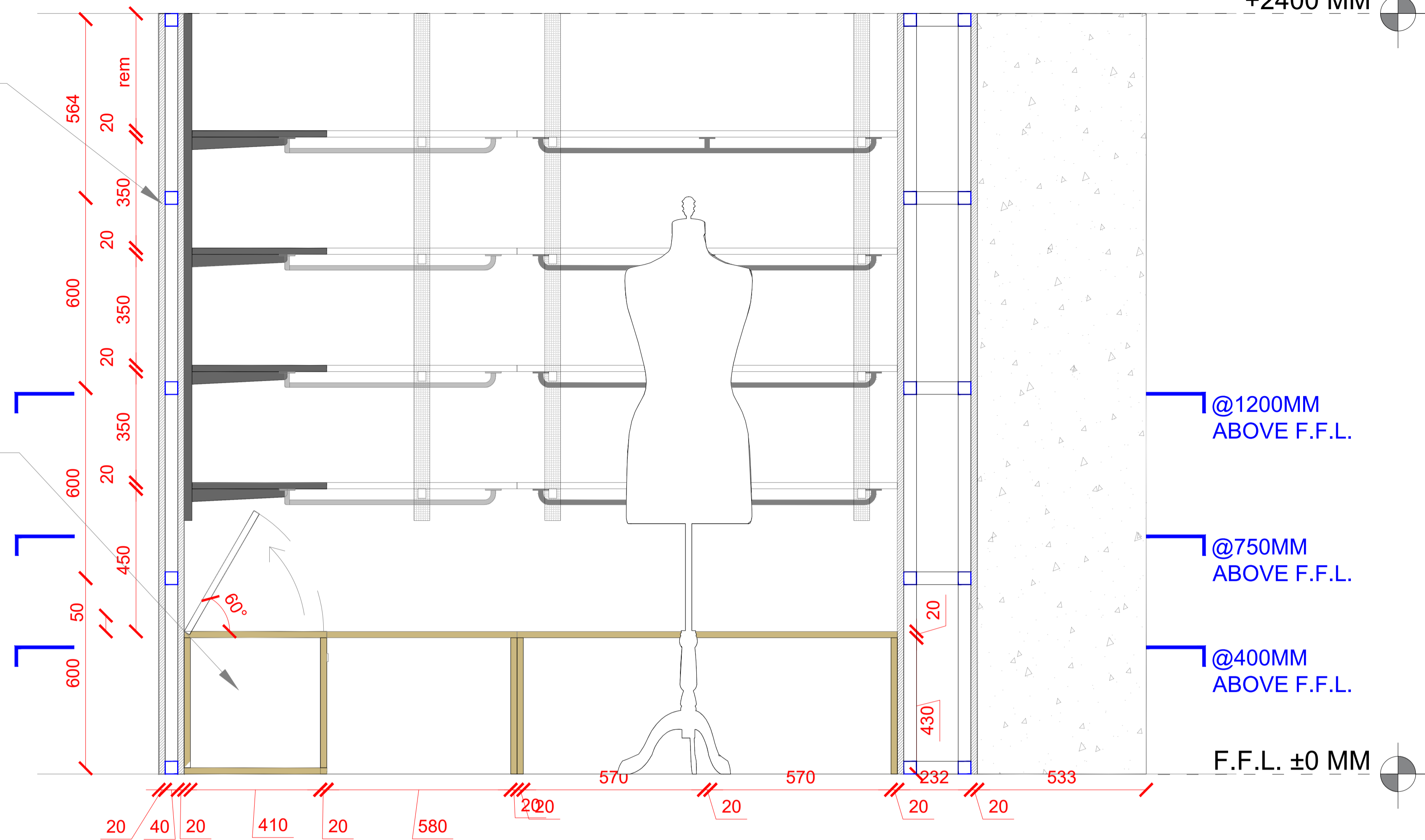
+2400 MM



Stall partition made of framework of 40 x 40 x 2 mm SHS with spacing dimensions as specified sandwiched between 2 nos. of boards of 20 mm thk HDHMR board + laminate as per approved shade

Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

SECTION AA'



CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
SECTIONS AA', BB'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION		
REVNO.	DATE	DESCRIPTION

Notes:

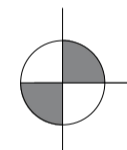
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DRAWN BY: HIMANSHI RATURI

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/3X4CO/SEC/DWG_04

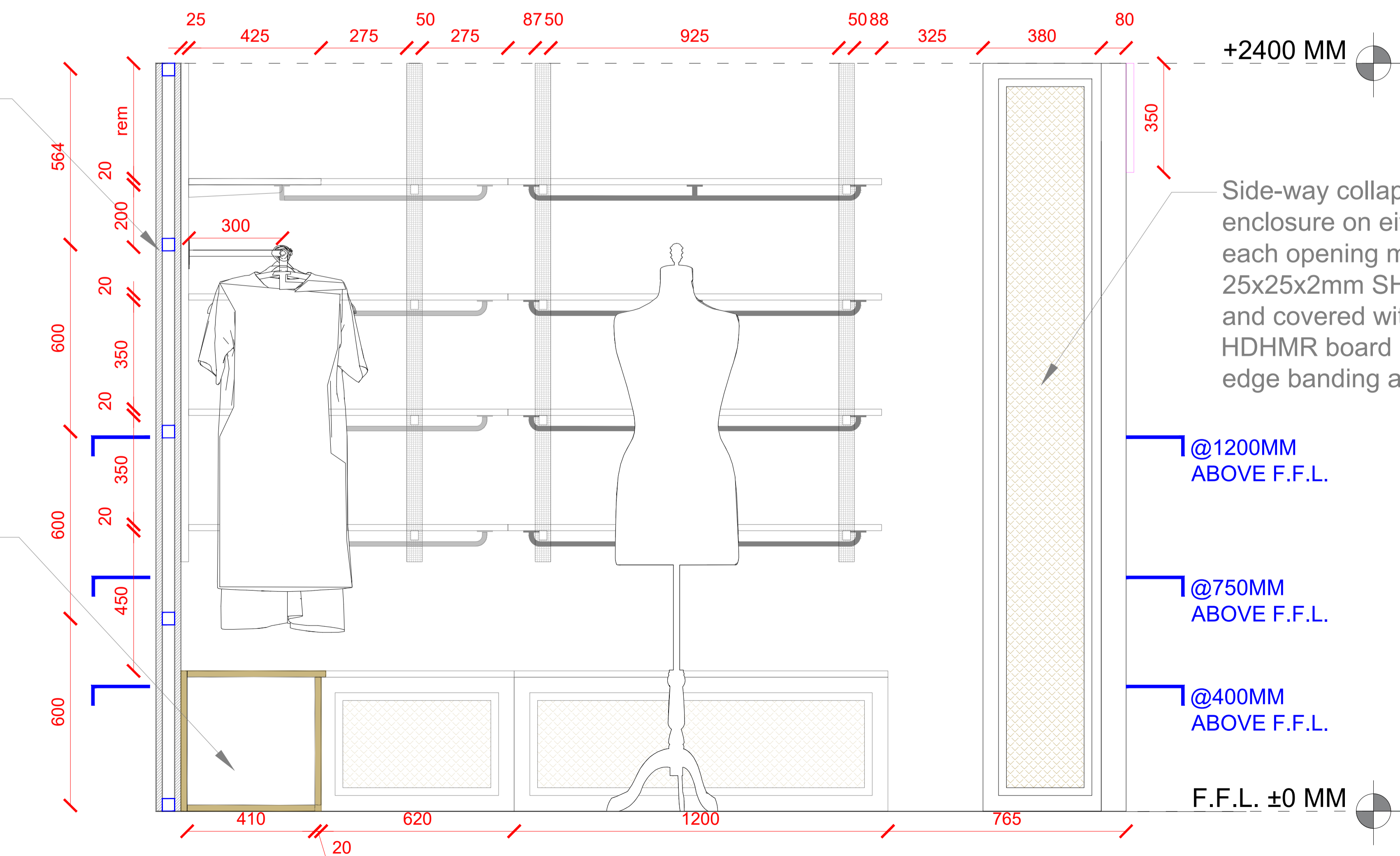
+2400 MM



Stall partition made of framework of 40 x 40 x 2 mm SHS with spacing dimensions as specified sandwiched between 2 nos. of boards of 20 mm thk HDHMR board + laminate as per approved shade

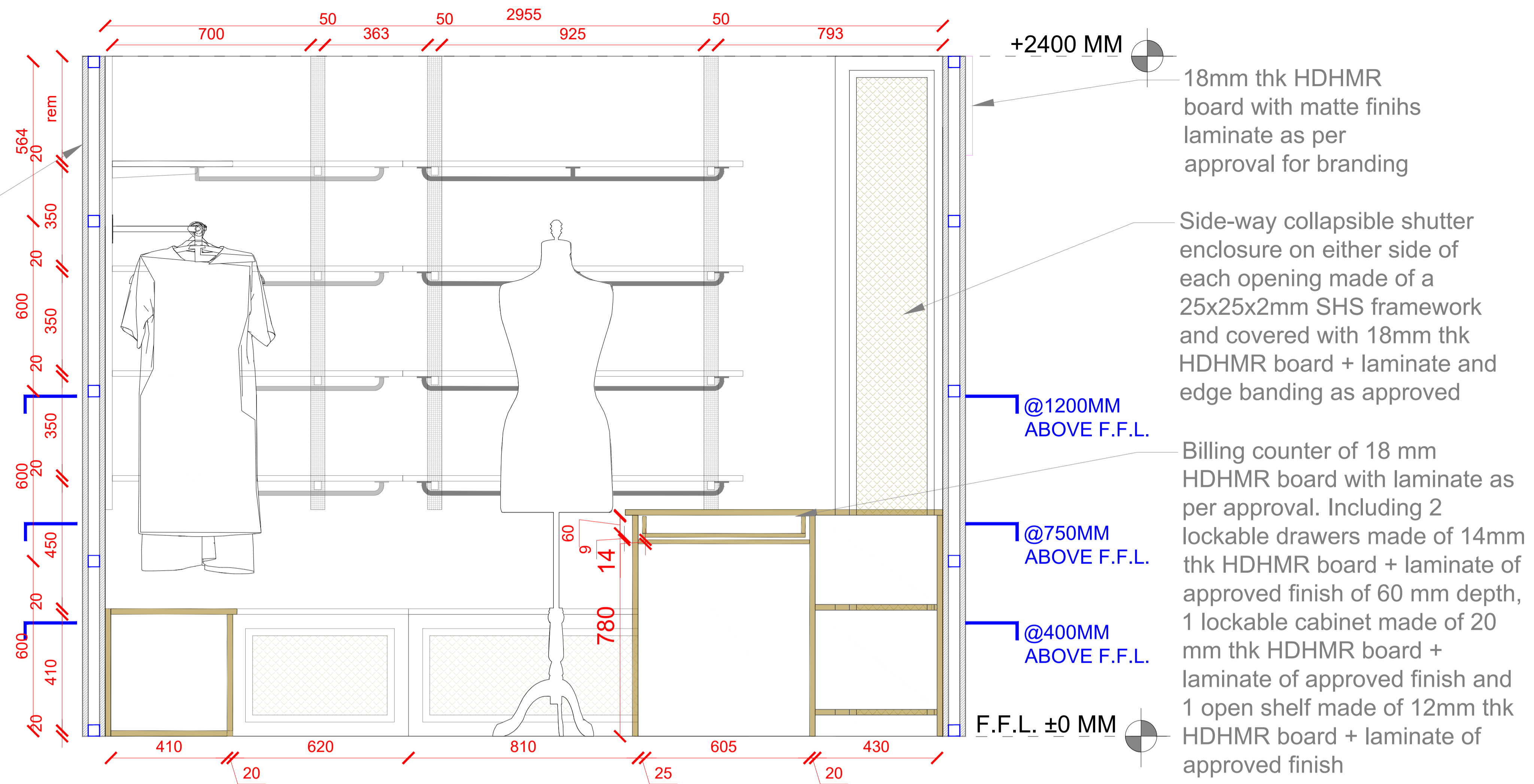
Lockable storage units below with pie corner hinge at the back edge of the lid, opening to 60° with the help of pie corner hinges made of 18mm MDF with laminate and edge banding as approved

SECTION BB'



Stall partition made of framework of 40 x 40 x 2 mm SHS with spacing dimensions as specified sandwiched between 2 nos. of boards of 20 mm thk HDHMR board + laminate as per approved shade

SECTION CC'



+2400 MM

18mm thk HDHMR board with matte finish laminate as per approval for branding

Side-way collapsible shutter enclosure on either side of each opening made of a 25x25x2mm SHS framework and covered with 18mm thk HDHMR board + laminate and edge banding as approved

@1200MM ABOVE F.F.L.

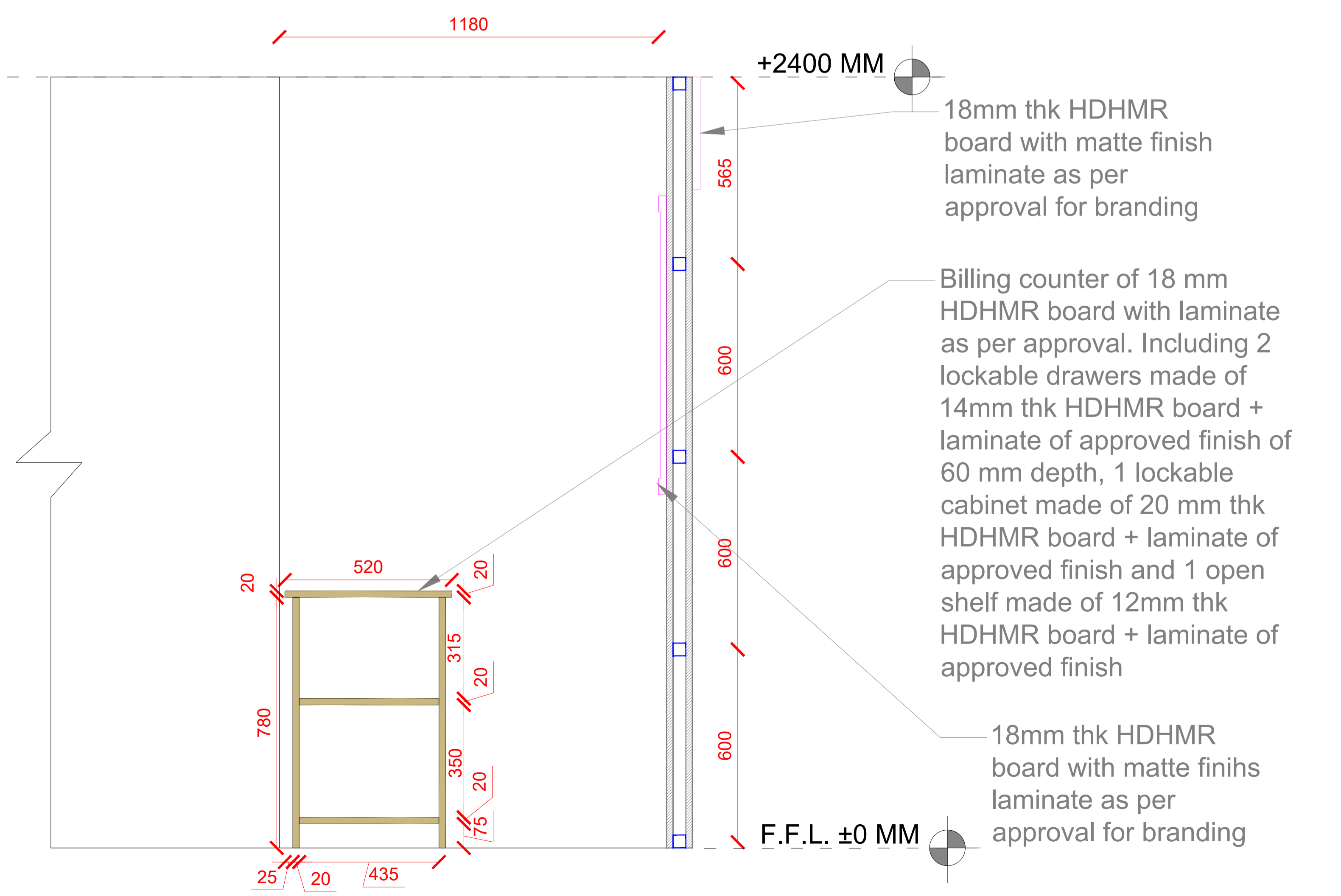
Billing counter of 18 mm HDHMR board with laminate as per approval. Including 2 lockable drawers made of 14mm thk HDHMR board + laminate of approved finish of 60 mm depth, 1 lockable cabinet made of 20 mm thk HDHMR board + laminate of approved finish and 1 open shelf made of 12mm thk HDHMR board + laminate of approved finish

@750MM ABOVE F.F.L.

@400MM ABOVE F.F.L.

F.F.L. ±0 MM

SECTION EE'



+2400 MM

18mm thk HDHMR board with matte finish laminate as per approval for branding

Billing counter of 18 mm HDHMR board with laminate as per approval. Including 2 lockable drawers made of 14mm thk HDHMR board + laminate of approved finish of 60 mm depth, 1 lockable cabinet made of 20 mm thk HDHMR board + laminate of approved finish and 1 open shelf made of 12mm thk HDHMR board + laminate of approved finish

18mm thk HDHMR board with matte finish laminate as per approval for branding

F.F.L. ±0 MM

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
SECTIONS CC', EE'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

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REVNO.	DATE	DESCRIPTION

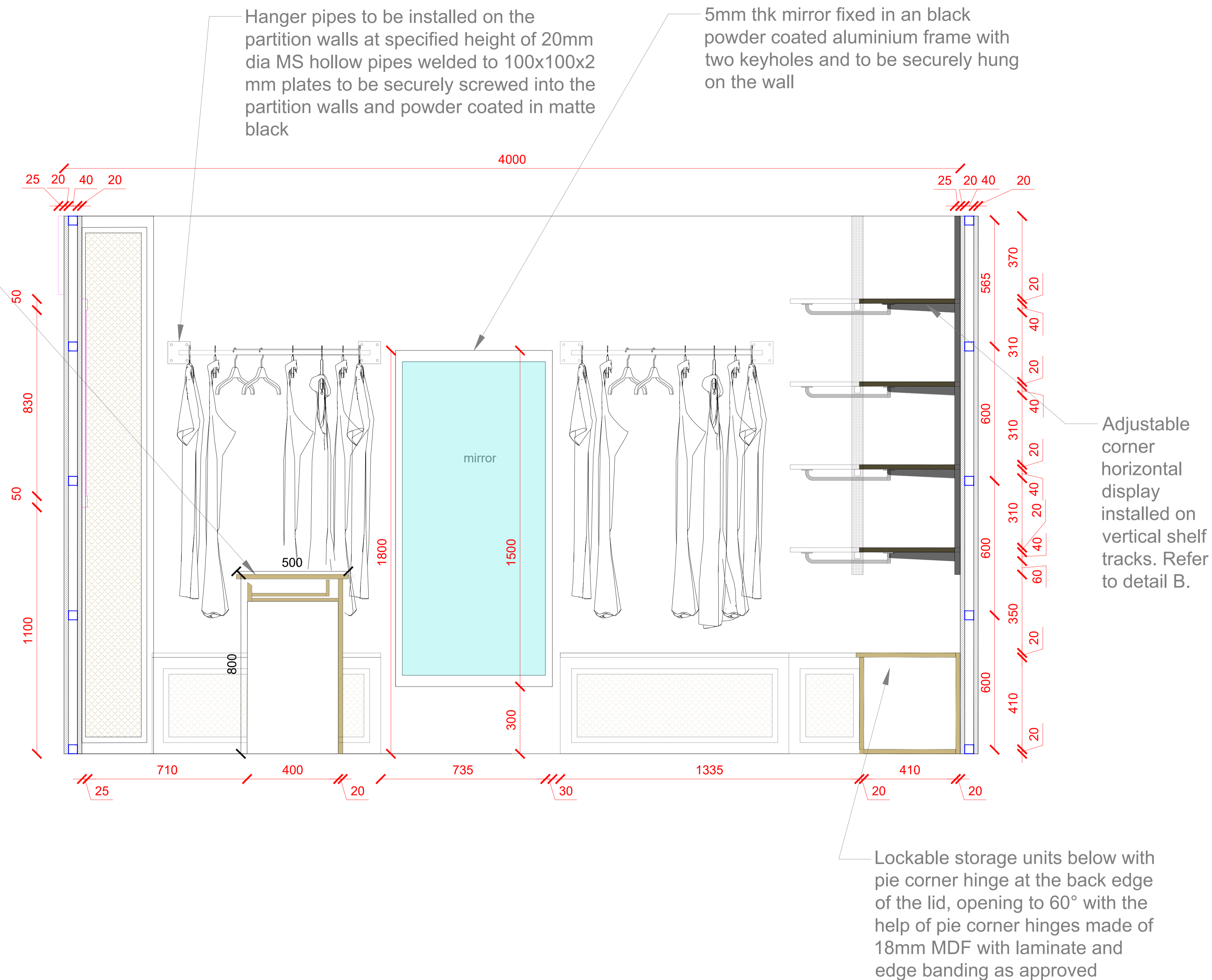
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DRAWN BY: HIMANSHI RATURI

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/3X4CO/SEC/DWG_05

Billing counter of 18 mm HDHMR board with laminate as per approval. Including 2 lockable drawers made of 14mm thk HDHMR board + laminate of approved finish of 60 mm depth, 1 lockable cabinet made of 20 mm thk HDHMR board + laminate of approved finish and 1 open shelf made of 12mm thk HDHMR board + laminate of approved finish



SECTION DD'

CLIENT:
DC HANDLOOM, MINISTRY OF TEXTILE
PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
INDOOR STALL - 3mX4m corner

CONTENT OF PLAN:
SECTION DD'

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
XEBEC PROJECT MANAGEMENT SERVICES (XPMS)
201, Second Floor, E-1, Nuchna Tower,
Alaknanda shopping complex
New Delhi -110019

XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

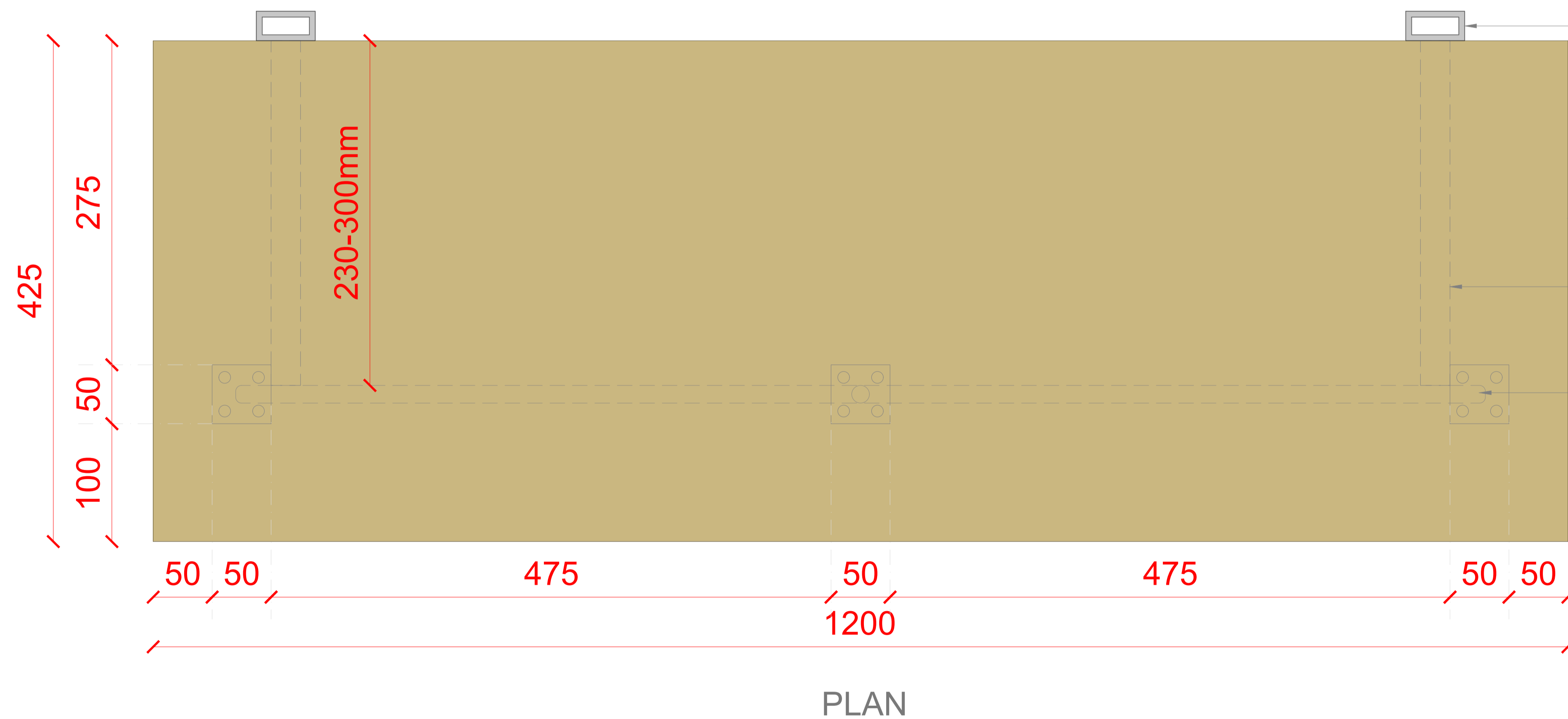
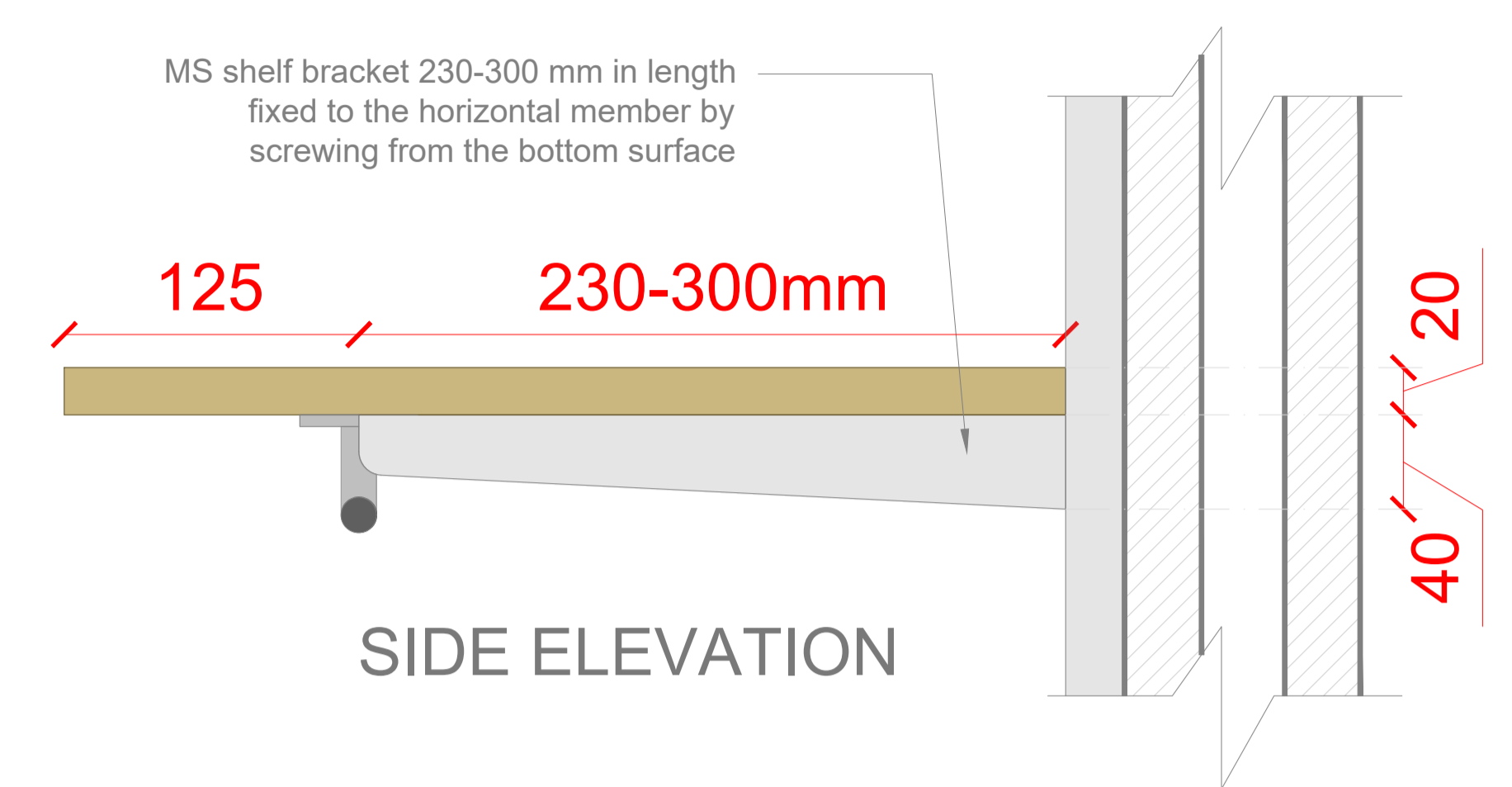
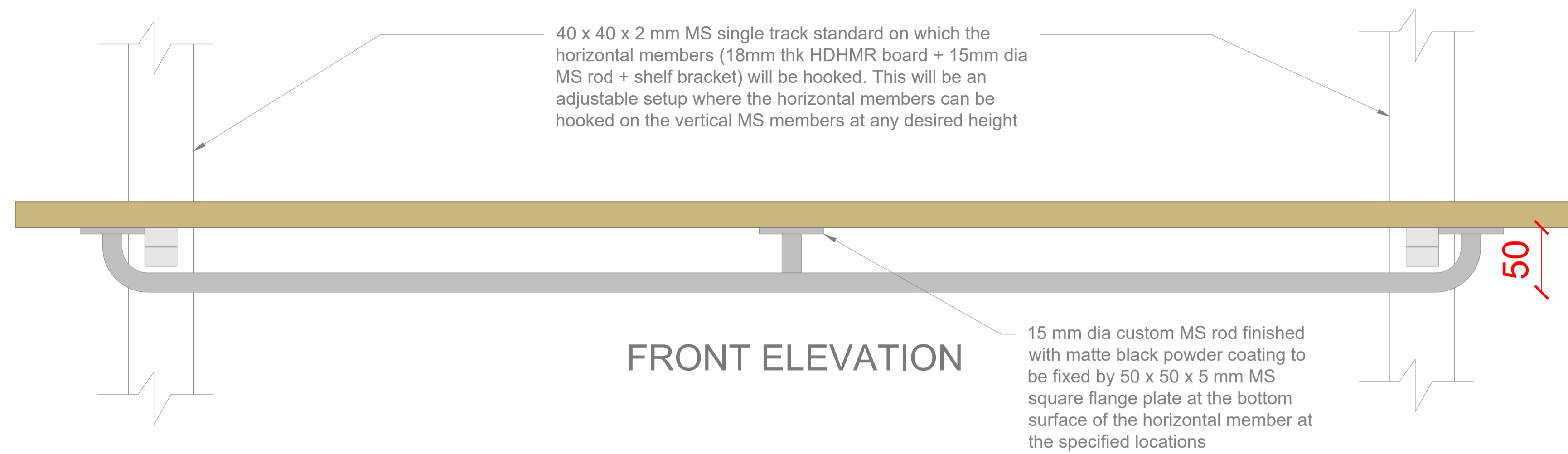
REVISION		
REVNO.	DATE	DESCRIPTION

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DRAWN BY: HIMANSHI RATURI

SCALE: 1:10 ON A1 SHEET

DRAWING NO.
HH/IN/STALL/3X4CO/SEC/DWG_06



50 x 25 x 2 mm MS single track standard on which the horizontal members (18mm thk HDHMR board with approved laminate + black powder coated 15mm dia MS rod + powder coated shelf bracket) will be hooked. This will be an adjustable setup where the horizontal members can be hooked on the vertical MS members at any desired height

18mm thk HDHMR board with matte finish laminate on all sides for horizontal display as per approval

MS shelf bracket 230-300 mm in length fixed to the horizontal member by screwing from the bottom surface

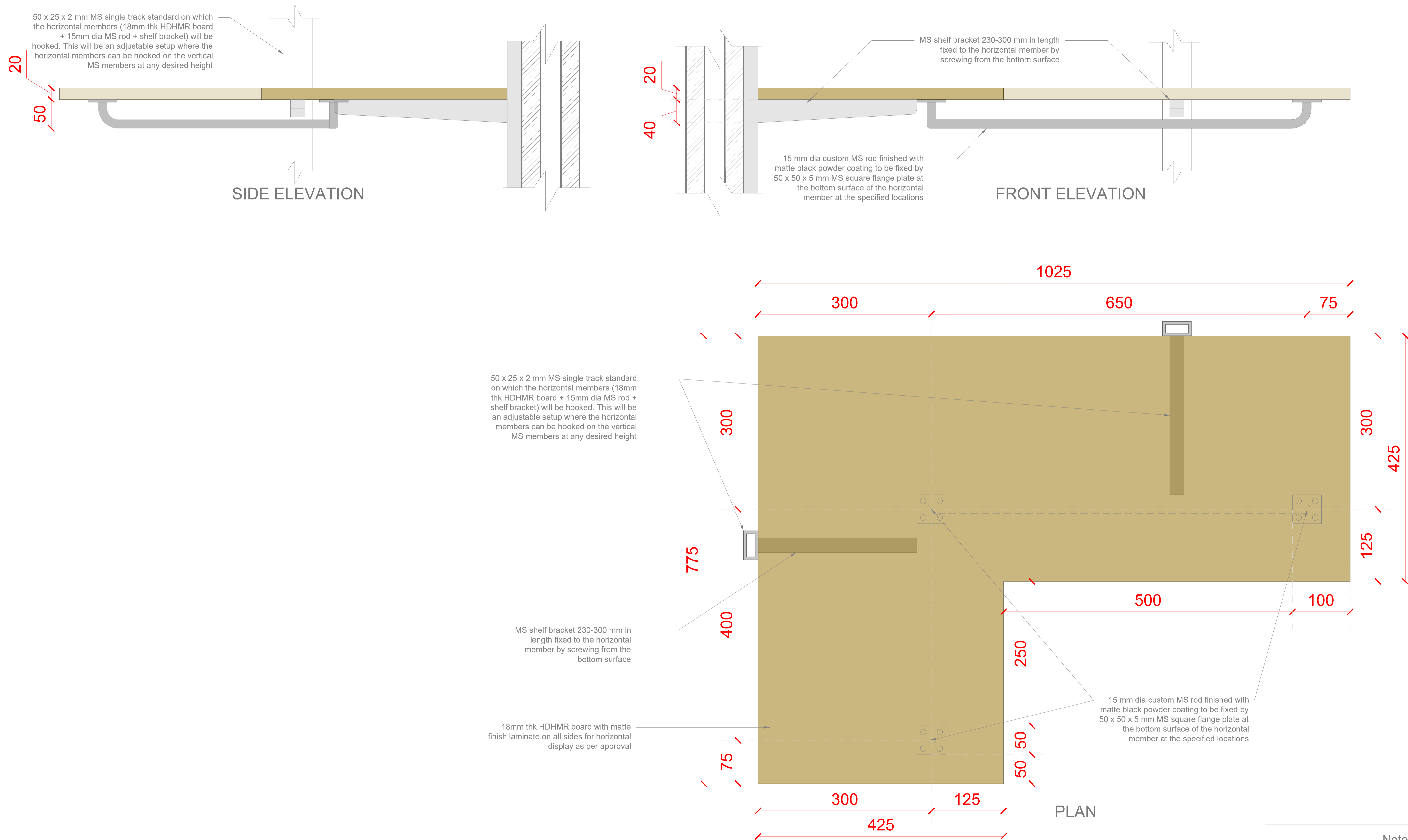
15 mm dia custom MS rod finished with matte black powder coating to be fixed by 50 x 50 x 5 mm MS square flange plate at the bottom surface of the horizontal member at the specified locations

Notes:
All dimensions are in mm

DETAIL A: ADJUSTABLE HORIZONTAL LINEAR PLANK DETAIL

Handloom Haat, Janpath, New Delhi

prepared by:
xebec



Notes:
All dimensions are in mm

DETAIL B: ADJUSTABLE HORIZONTAL CORNER PLANK DETAIL

Handloom Haat, Janpath, New Delhi

prepared by:
xebec

REFERENCE IMAGES

Collapsible Polycarbonate + Aluminium Frame Shutter



SPECIFICATION

Shutter to be lockable, side ways collapsible polycarbonate + aluminium frame shutters similar to the reference images shown.

- Lockable sliding/collapsible shutter system.
- Polycarbonate infill panels with aluminium framing.
- Finish and profile to match approved sample.
- Shop drawings to be submitted by the execution team for approval prior to fabrication.

Reference Images for Design Intent Only

CLIENT:
 DC HANDLOOM, MINISTRY OF
 TEXTILE
 PMC AGENCY:
 WAPCOS LTD.

PROJECT:
 HANDLOOM HAAT, JANPATH

SUBJECT:
 IMMERSIVE ROOM

CONTENT OF PLAN:
 CONCEPTUAL DESIGN

DRAWING STATUS:
 TENDER DRAWING

FIRM DETAILS:
 XPMS IN ASSOCIATION WITH CULTRE

DATE:
 01-JUL-2026

REVISION

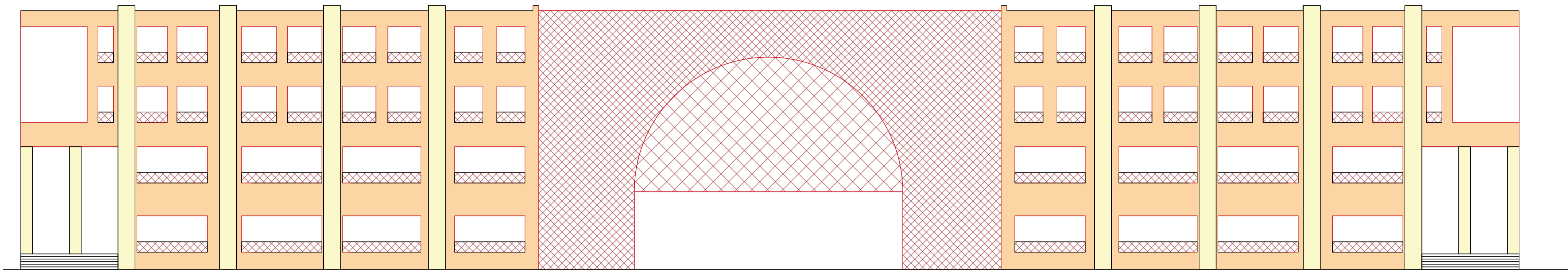
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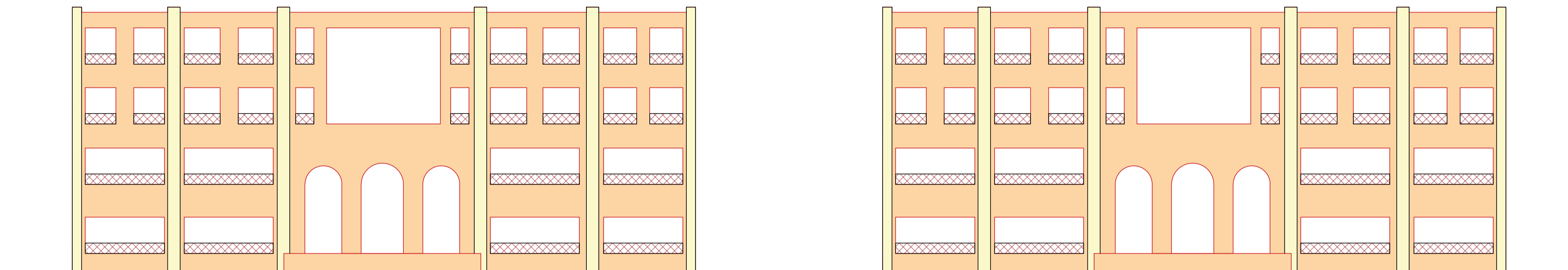
DRAWN BY:

SCALE:

DRAWING NO.

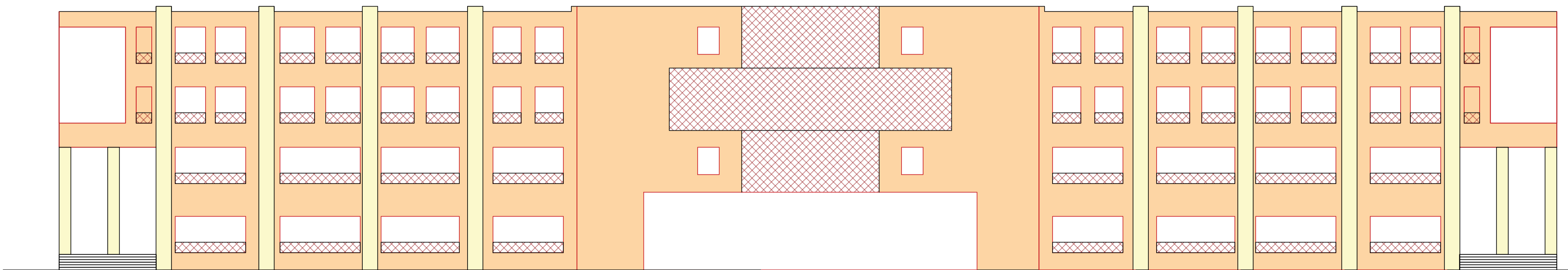


East Elevation



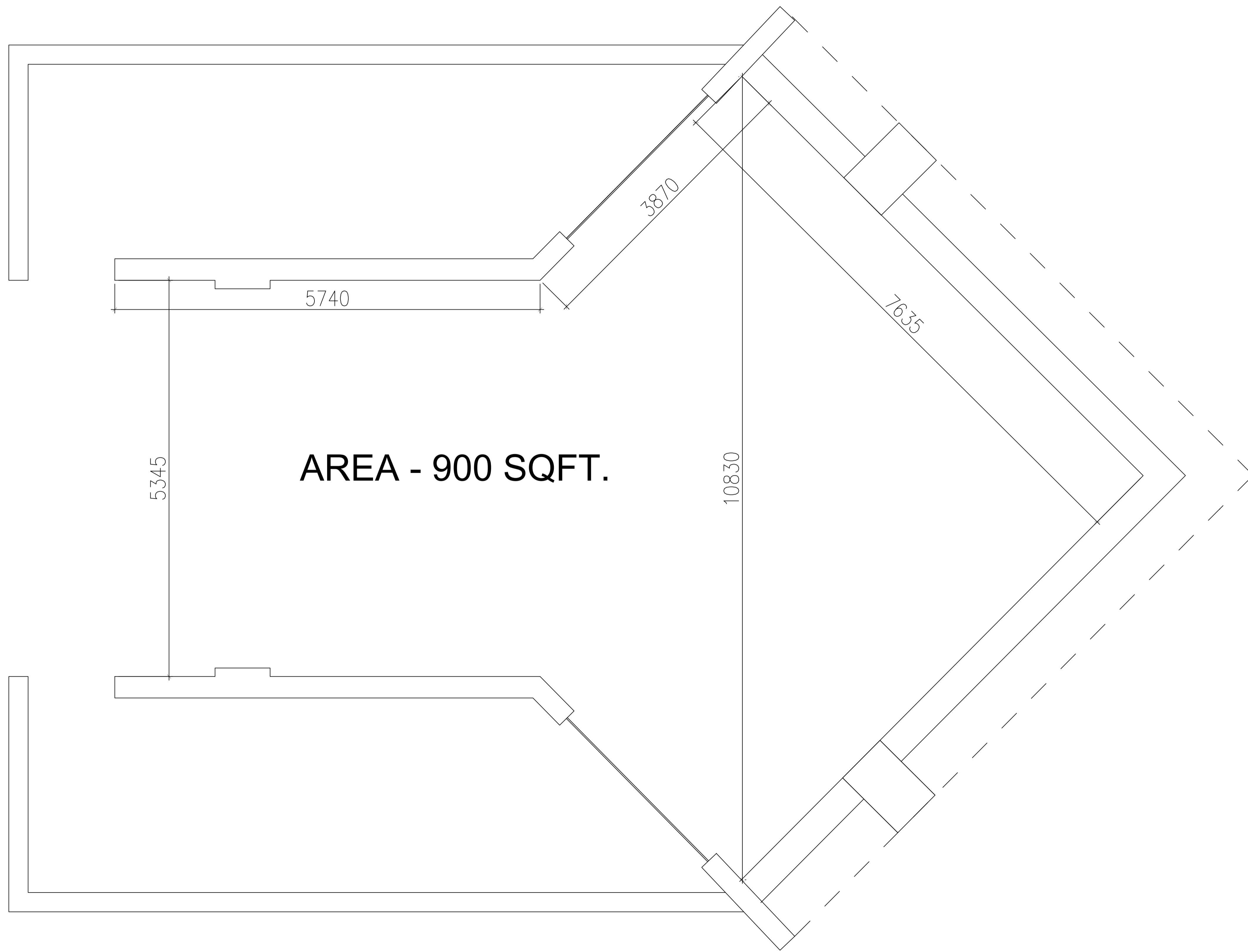
South Elevation

North Elevation



west Elevation

-  Terracotta Jali
-  Terracotta bricks
-  Terracotta covered columns



AREA - 900 SQFT.

CLIENT:
**DC HANDLOOM, MINISTRY OF
 TEXTILE**
 PMC AGENCY:
WAPCOS LTD.

PROJECT:
HANDLOOM HAAT, JANPATH

SUBJECT:
IMMERSIVE ROOM

CONTENT OF PLAN:
CONCEPTUAL DESIGN

DRAWING STATUS:
TENDER DRAWING

FIRM DETAILS:
 XPMS IN ASSOCIATION WITH CULTRE

DATE:
01-JUL-2026

REVISION

REVNO.	DATE	DESCRIPTION

- Notes:
1. All dimensions are from existing finished surfaces.
 2. All dimensions are in millimeters (mm).
 3. This drawing is to be scale.
 4. This drawing is circulated as an annexure for the execution tender of the project.

DRAWN BY:

SCALE:

DRAWING NO.

SECTION VII — ANNEXURES

The following Annexures form an integral part of the Contract. Standard formats are enclosed as part of this SBD. Project-specific details (highlighted blanks) shall be filled before issuing.

Annexure	Title and Key Features
Annexure I	Format for Contract Agreement (on Non-Judicial Stamp Paper \geq Rs. 100) and Letter of Award
Annexure II	Format for Performance Bank Guarantee
Annexure III	Format for Mobilisation Advance Payment Bank Guarantee
Annexure IV	Format for Indenture for Secured Advances on Non-Perishable Materials
Annexure V	Format for Bank Guarantee for EMD / Bid Security (on Non-Judicial Stamp Paper \geq Rs. 100) —
Annexure VI	Format for Seeking Extension of Time (EOT)
Annexure VII	Format of Guarantee Bond / Affidavit for Works
Annexure VIII	Contract for Removal of Defects after Completion
Annexure IX	Format for Guarantee Bond for Anti-Termite Treatment
Annexure X	Safety Codes
Annexure XI	Model Rules for Protection of Health and Sanitary Arrangements for Workers
Annexure XII	Contractor's Labour Regulations
Annexure XIII	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 Bid 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 Bid 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) Bid 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

For and on behalf of the Contractor

NAME _____
Designation

NAME _____
Designation

in the presence of witness:

in the presence of Witness

1 _____

1 _____

2 _____

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 for

Reference: Bid 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 bid for the subjected work.

Project Name	Awarded Cost excluding GST
.....	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 Bid document.
2. The bid 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 bid
 - Performance Security @5% of Bided Value as per the form enclosed in the bid 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 bid 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 <Name of Work> (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 of20..... 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 onand 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 Rupeeson 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 Rupeesso 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 Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the WAPCOS may at any time thereafter adopt all or any of the following courses as he may deem best :-
- (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the WAPCOS on demand.
- b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the WAPCOS under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the 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

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-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 ofmonth..... 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 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) 1 st extension		
(b) 2 nd extension		
(c) 3 rd extension		
(d) 4 th extension		
(e) 5 th 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 – VII

(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 **<Name of Work>** 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 which ever 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)

FORMAT FOR GUARANTEE 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 for **<Name of Work>**

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 WITNES 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 – X

SAFETY CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person
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 repairing 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 off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

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

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 – XI

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANIBARY 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. DEFINIBION

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

4. DRINKING WATER

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

5. 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 ayah 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 sqft) 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 bids 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-XII

Contractor's Labour Regulations

1. GENERAL

These Labour regulations shall be followed by the Contractor.

2. DEFINIBIONS

(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 from 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 – XIII

NO CLAIM CERTIFICATE

Address to :
The Engineer- in-Charge
WAPCOS Ltd.,

Subject :

Ref: 1. Work Order no.:-
2. Contract Agreement no.:-

Sir,

We have submitted -----nos. of bills including final bill total gross amounting for the subject 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 bid conditions.
4. Security Deposit amounting to Rs.-----/- which will be released by Employer as per bid 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 VIII FINANCIAL BID

**Letter of Transmittal for Financial Bid
(On Original Letter Head of Bidder)**

Dated:

To,

Deputy Chief Engineer
C&C Division
WAPCOS Limited
76-C, Institutional Area, Sector - 18
Gurugram-122015, Haryana
Email: ccm@wapcos.co.in

Sub: Financial Bid for the work "Execution of Permanent and Semi-Permanent works for Exhibition, Display and Retail Infrastructure including associated Civil & MEP Works at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi"

Dear Sir,

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

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

**Financial Bid for
(To be Quoted Online only as per CPP Portal Format)**

As per CPP Portal Format

Note:

1. The rate (only upto 2 decimal places) shall be quoted against each item in the BoQ.
2. The quoted rate filled in Financial Bid (as per the format of CPPP portal in excel), should include all associated costs with the project including any out of pocket / mobilization expenses, taxes (including GST) if any applicable as per Govt. terms, shall be paid by the Contractor.
3. 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 on submission of proof of Deposition 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.

Important Note for submission of online tender:

- DO NOT FILL ABOVE TABLE OF SUMMARY OF COST AT THE TIME OF SUBMISSION OF TECHNICAL BID.
- THE ABOVE FINANCIAL PROPOSAL IS TO BE FILLED BY BIDDER IN THE BOQ FILE ATTACHED IN E-PORTAL and shall be submitted under Financial Bid Only.