



NSEZ

Noida Special Economic Zone

E-TENDER
Two-Stage QCBS

“DEPLOYMENT OF MANPOWER IN NSEZ, SECTOR-81, NOIDA (PACKAGE-2)”

TENDER NO.: WAP/ENVT/NSEZ/O&M-IT/2023/02, dated 28.08.2023



**WAPCOS
LIMITED**
(A Government of India Undertaking)
Ministry of Jal Shakti

WAPCOS LIMITED (A GOVT. OF INDIA UNDERTAKING)
76-C, INSTITUTIONAL AREA, SECTOR-18, GURGAON, HARYANA-122015

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DISCLAIMER

WAPCOS Limited has prepared this document as Project Management Consultant (PMC) on behalf of Noida Special Economic Zone Authority to give information on the Project to the interested Bidder. The information is provided to Bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

The purpose of this document is to provide Bidders with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in the document.

The information is provided on the basis that it is non-binding on Noida Special Economic Zone Authority or WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

Noida Special Economic Zone Authority and WAPCOS Limited reserve the right to not 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 WAPCOS Limited and Noida Special Economic Zone Authority have taken due care in the preparation of the information contained herein and believe it to be accurate, neither Noida Special Economic Zone Authority nor WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express 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.

Section-I
Notice Inviting Tender (NIT)

Section-I: Notice Inviting Tender (NIT)

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

Tender No.	WAP/ENV/T/NSEZ/O&M-IT/2023/02		
Tender Invitation date	28 th August, 2023		
Name of Work	Deployment of Manpower in NSEZ, sector-81, Noida (Package-2)		
Owner	Noida Special Economic Zone, Sector-81, Noida, UP		
Joint Venture	Joint Ventures / Consortia of firms shall not be allowed		
Time limit for Completion of Work	12 Months from the Date of Award or as per the requirement of NSEZ/WAPCOS Limited the same shall be extend or decreased.		
Date of commence of Work:	Date of commencement of work shall be the date of issue of Letter of Award		
Brief Scope of Work	Deployment of Manpower in NSEZ, sector-81, Noida.		
Estimated Cost	Inclusive of GST	Exclusive of GST	
	Rs.2.71 Cr. (Rs. Two Crore Seventy One Lakhs Only)	Rs.2.30 Cr. (Rs. Two Crores Thirty Lakhs Only)	
Earnest Money Deposit (EMD) & Tender Processing Fee	Rs. 4.60 Lakhs (Rupees Four Lakhs and Sixty Thousand only) as EMD to be deposited through RTGS/ NEFT WAPCOS LIMITED, Indian Overseas Bank A/C NO. 193502000000075 IFSC: IOBA0001935 <i>The proof of online payment is to be attached with Technical Proposal.</i> Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Udyog Aadhar or any other organization recognized by Ministry of MSME, Govt. of India are exempted from payment of Tender Processing Fee. EMD shall be given.		
Solvency Certificate	Rs.92 Lakhs (Rupees Ninety Two Lakhs only) .The bidder should have a Solvency of an Amount equal to 40% of the estimated cost after the date of publication of tender. The Solvency Certificate shall be issued by the Nationalized/Scheduled Commercial bank after the date of publishing of		

	Tender document. The solvency certificate should be marked to tender Authority of WAPCOS Limited along with Name of the project
Bid Validity	120 days from the date of submission of Bid
Tender Download start date	28.08.2023
Pre-Bid Meeting	Not Applicable
Start date of Submission of Tender	28.08.2023 from 11:00 hours
Offline Submission of Tender Fees, EMD etc. as detail in Tender	By 11.09.2023 by 15:00 Hours
Last date & time for submission of Technical & Financial Bid online	By 11.09.2023 by 14:00 Hours
Opening of Technical Bid	Up to 11.09.2023 by 15:30 Hours
Opening of Financial Bid	Will be intimated to Eligible Bidders

Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.

The bidding document can be downloaded from the website: www.wapcos.co.in, <https://gem.gov.in/>.
The tenders shall be uploaded on <https://gem.gov.in/>.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above and not be published elsewhere. The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The dates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document.

The technical bid shall be uploaded on the e-tendering portal and also be submitted physically (Hard Copy) on or before the last date of submission of tender.

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. The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

In case the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

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

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

IMPORTANT POINTS

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

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

1.3 WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.

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

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

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

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

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

For and on behalf of WAPCOS LIMITED

s/d
CED (Env't & CM)
WAPCOS Limited

Section-II - Instructions to Bidders (ITB)

2.1 Introduction

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

The successful Bidder shall be expected to complete the works by the intended completion date specified in the Contract.

Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (Bidder/ Supplier/Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2.2 Scope of Work

2.2.1 General

The scope of work covered in this tender shall be as per the Schedule of Quantities, specifications, drawings, instructions, orders issued to the Contractor from time to time during the entire period of work. The broad items of work covered are as listed but not limited to the following

The Bidder has to deploy the following work force in NSEZ office.

- **Senior Executive:** (i) work experience (more than 5 years), (ii) internal assessment report of Manpower Screening Committee, and (iii) educational qualification (not less than graduate in any field).
- **Executive:-** Graduate in any field & having experience of 0 to 5 years.
- **Programmer:-**MCA/B. tech in computer science having experience of more than 5 years in this field.
- **System Administration:-**MCA/B. tech in computer science having experience of more than 5 years in this field.
- **Hardware Network Engineer:-**Bachelor's degree in the field of computer science/ Diploma in Hardware & Networking & having experience of more than 5 years in this field.
- **MTS:-** Passed matriculation(10th Pass) or equivalent examination from a recognized board.
- **Cook:-** Minimum 08 years' experience in related field.
- **Masson:-** Minimum Three years' experience in related field.
- **Carpenter:-**Minimum five years' experience in related field.
- **Painter:-**Minimum five years' experience in related field.
- **Helper:-**Minimum one years' experience in related field.
- **Driver:-**Minimum 05 years Experience with commercial driving license.

1.1 MANPOWER DEPLOYMENT DETAILS

Sr. No	Designation	Qualification	Total Number	Duty Hour/ Shift
1.	Senior Executive	(i) work experience (more than 5 years), (ii) internal assessment report of Manpower Screening Committee, and (iii) educational qualification (not less than graduate in any field)	14	GENERAL SHIFT
2.	Executive	Graduate in any field & having experience of 0 to 5 years.	18	GENERAL SHIFT
3.	Programmer	MCA/B. tech in computer science having experience of more than 5 years in this field.	1	GENERAL SHIFT
4.	System Administration	MCA/B. tech in computer science having experience of more than 5 years in this field.	1	GENERAL SHIFT
5.	Hardware Network Engineer	Bachelor's degree in the field of computer science/Diploma in Hardware & Networking & having experience of more than 5 years in this field.	1	GENERAL SHIFT
6.	MTS	Passed matriculation (10th Pass) or equivalent examination from a recognized board.	12	GENERAL SHIFT
7.	Cook	Minimum 08 years' experience in related field.	1	GENERAL SHIFT
8.	Masson	Minimum Three years' experience in related field.	2	GENERAL SHIFT
9.	Carpenter	Minimum five years' experience in related field.	2	GENERAL SHIFT
10.	Painter	Minimum five years' experience in related field.	2	GENERAL SHIFT

11.	Helper	Minimum one years' experience in related field.	2	GENERAL SHIFT
12.	Driver	Minimum 05 years Experience with commercial driving licence.	03	GENERAL SHIFT

Note:-	Timings
G (General) Shift	9:30am TO 6:00pm

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

2 Note: -

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

3 Terms and Conditions

- An Screening Committee has been constituted for scrutiny of all types of Manpower deployed at NSEZ.
- The Screening Committee will take appropriate steps regarding quality of Manpower Services. It is mandatory for all approved outsourced to wear/display Identity Card properly

at the workplace all the time clearly visible and the same shall be signed by the Chairperson of committee.

- Regarding deployment of Manpower the decision of Screening Committee will be final.
 - The contractor will take prior permission from the NSEZ Authority before removal of any workers from NSEZ Office and contractor will submit the same with proper justification and after making full and final payment.
 - All workers will be in proper uniform. The design of the uniform shall be finalized in consultation with NSEZ Authority. Nothing extra payment shall be paid for uniform. If someone is found without prescribed uniform at the time of work, a penalty of Rs.200/- per day/person will be imposed. Prior permission of NSEZ Authority will be taken before finalizing the uniform.
 - The contractor will not charge anything extra from employee in the name of Registration Charges and any other charges which are not mentioned in the contract.
-
- The work will be carried out on all working days as per NSEZ Rules Nothing extra shall be paid for working on holidays. The contractor's rates shall be deemed to include the wages for the above requirement.
 - The working hours of employee will be 9:30 am to 6 pm or as required from time to time. Overtime if any shall be paid as per rules. The assignment of duty will be decided by NSEZ Authorities.
 - Contractor shall ensure the availability of manpower at duty hours in case of any absents, deduction shall be made by WAPCOS from RA bill.
 - The Engineer-in-charge/NSEZ authority has the right to remove/terminate the services of any worker through intimation to the contractor without assigning any reason. Even the contract can be terminated at any time without assigning any reason. The contractor shall have no claim on such occasion.
 - Contractor shall ensure salary must be disbursed before 7th day of the following month. In case of non-compliance, penalty @Rs.25,000/- per day shall be imposed and deducted from the RA Bill. In case, repetition of such non-compliance, appropriate action shall be taken against contractor by WAPCOS/NSEZ Authority.
 - Invoice should be given before 10 every month by the contractor along with supporting as may be prescribed by NSEZ Authority. Submitted invoice will not be entertained in case even if a single document is missing. In case monthly bill is not submitted within 10 days from the date of closure of billing month, a penalty @Rs.5,000/- per day may be imposed and deducted from the respective bill with the approval of the Competent Authority.
 - The contractor shall ensure strict compliance with all statutory provisions of central/state Govt. including provisions of ESIC, EPF, labor laws etc.
 - Manpower may be increased or decreased according to direction of NSEZ Authority Payment will be made on deployment of actual manpower basis.
 - Salary hike up to 5% yearly in respect of deployed manpower shall be considered by the Competent Authority, if the contract is further renewed.
 - Rates quoted should be exclusive of IGST as NSEZ Authority, being a SEZ developer in terms of provisions of SEZ Act, 2005, is eligible for zero rated IGST.
 - Rate quoted should be inclusive of all the charges (EPF, ESIC/Medical insurance etc. as per applicable Govt. provisions) associated with the work and no additional cost shall be paid whatsoever during the contract period.

- The deployment of manpower shall be finalized after submission of their ID proof, documentary evidence & Photo and personal interview with WAPCOS/NSEZA team.
- WAPCOS has the right to (i) ask replacement of any worker due to their misbehavior or lack of performing duties and (ii) terminate the contract due to lack of performing duties; with a one-month notice in writing in either cases.
- The staff working in the said work shall not be allowed to carry out any part time jobs.
- The cost of Uniform for workers, Safety measures, Transportation of any Materials, Tools, etc. shall be included in the scope of contractor for satisfactory fulfilment of the contract as per the scope of work.
- The deployed manpower shall be provided with proper uniform (category wise) in consultation with WAPCOS/NSEZ Authority.
- Monthly payment to the workers should be transferred directly to their bank account No payment of salary shall be made in cash.
- The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy, the lowest rate quoted shall prevail.
- Minimum wages/VDA etc. shall be revised from time to time as revised by the Central wages. But there shall be no change in service charges and other charges and the salary of other manpower which are not covered in Central minimum wages is as under.

Sr.No	Designation	Salary per Month/Person
1	Programmer	40,000.00
2	System Administration	40,000.00
3	Hardware Network Engineer	40,000.00
4	Senior Executive	30,000.00
5	Executive	28,000.00

- The bidder should have experience of at least **three years** of supplying manpower to Govt. organizations/PSUs/Attached offices/subordinate offices.
- The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum CLC wages as notified by the Appropriate Government.
- The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- Service Provider shall adhere to the timeline given by NSEZA/WAPCOS for providing the required manpower on NSEZ's premise/ designated premise.
- The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- The Service Provider shall be required to keep the NSEZA/WAPCOS updated about the change of address, change of the Management etc. from time to time.
- The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case

any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.

- The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the NSEZA/WAPCOS at the time of joining of the manpower, if he/she so desires.
- The manpower provided by the Service Provider shall not be deemed employees of the NSEZA/WAPCOS department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- The Service Provider shall furnish the following documents in respect of the manpower deployed by them to NSEZ's premise/ designated premise in the given time limit:
 1. List of persons deployed (monthly)
 2. Biodata / resume with antecedents' details (at the time of deployment)
 3. Copy of Aadhaar Card of the candidates (at the time of deployment)
 4. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 5. Identity proof and residential proof (at the time of deployment)
 6. Copy of police verification certificate (at the time of deployment)
 7. Copy of birth certificate, if required (at the time of deployment- for domicile purpose)
- The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the NSEZA/WAPCOS Department so that optimal services of the persons deployed could be availed without any disruption.
- The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the NSEZ's premises.
- All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to NSEZA/WAPCOS.
- In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- No deployed manpower shall be allowed to stay in the NSEZ's premise/ designated premise unnecessarily after working hours without NSEZ's permission.
- The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- The Service Provider will provide group insurance for those workers who are not coming in ESIC criteria.
- Bonus not more than ₹7,000/- shall be admissible to those incumbents who have completed minimum 6 month of service as on closure of financial year.
- 8 casual leaves, 30 earned leaves, 20 half pay leaves and paternity/maternity leaves as per rules will be admissible to above categories.

3.1 PENALTY AND DEDUCTION:

Sl no.	Description	Deduction		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days/	cancellation of contract with cancellation charges @ 10% of the order value

			cancellation of contract as decided by the buyer depending on the gravity of the act.	
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	

7	Delay in deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value
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2.2.2 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.

2.2.3 Dimensions

The Bidders should verify the scope of work for them self 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 Scope of Work/ BOQ.

2.3 Period of Completion

The completion period will be 12 months (tentatively, shall increase or decrease as per the direction of NSEZA/WAPCOS) from the date of commencement of the work.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact CED (Env't & CM) , WAPCOS Limited, Environment Division, Plot No-76-C, Sector-18, Gurugram: Phone Number: 0124-2397396, 0484-2413544; Email: noidasez.wapcos@gmail.com during office hours.

2.3.2 COST OF BIDDING

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

2.3.3 ANNEXURES

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

- **The Bill of quantity of tender along with rate and amount is enclosed at Section Financial Proposal**

2.4 Eligible Bidders

The interested Bidders should meet the following minimum eligibility criteria:

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

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

2.0 QUALIFYING CRITERIA: TECHNICAL BID SUBMISSION

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

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

Format of Check List

S.No.	Particular of Document	Yes	No	Page Nos.
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney			
b)	Scanned copy of EMD as mentioned in NIT.			
c)	Scanned copy of Demand Draft for Tender Fee			
d)	Letter of Transmittal on bidder letter Head to submit Technical Bid (Form-A)			
e)	Yearly Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2022-2023. (Form-B)			
	<ul style="list-style-type: none"> The contractor should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-2023 duly audited by the Chartered Accountant. Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work during the last 3 consecutive financial years ending 2022-2023. This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate.. Net worth of the Company/firm as on 31st march of previous Financial Year, should be positive Audited Full Balance Sheet and Profit & loss Statement of Bidder for last 5 years should be verified by Chartered Accountant and mentioned UDIN 			
f)	The bidder should have a Solvency of an Amount equal to 40% of the estimated cost after the date of publication of tender. The Solvency Certificate shall be issued by the Nationalized/Scheduled Commercial bank after			

S.No.	Particular of Document	Yes	No	Page Nos.
	the date of publishing of Tender document. The solvency certificate should be marked to tender Authority of WAPCOS Limited along with Name of the project (Form C)			
g)	The contractor should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender. Details should be enclosed (Form D)			
	<p>One similar assignment costing not less than 80% of the estimated cost of work put to tender</p> <p style="text-align: center;">Or</p> <p>Two similar assignments of order value each not less than 50% of the estimated cost of work put to tender.</p> <p style="text-align: center;">Or</p> <p>Three similar assignments of order value each not less than 40% of the estimated cost of work put to tender</p>			

S.No.	Particular of Document	Yes	No	Page Nos.
<p>*Similar work refers to “Deployment/Providing of Manpower services (Officer staffs) in Government buildings/ establishments”.(Please submit copy of PO/Work order and completion certificate issued by the client).</p> <p>Note:</p> <p>1. Completion certificates and work orders with bill of quantities should be enclosed which clearly indicates the name and nature of work, value of work and time period.</p> <p>2. TDS (26 AS) downloaded from the web matching with the experience certificate should be attached.</p> <p>3. All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority.</p> <p>4. Experience certificate issued by the same management/ sister concern/ joint venture etc. are not acceptable. Experience Certificate from Private firms are not accepted</p>				
h)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-E).</p> <p>Contractor must be upload his Complete legible corresponding address alongwith area Pin Code, Phone No & email id on his letter head for fast communication.</p>			
i)	<p>The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work.</p> <p>Bidder should submit the declaration</p>			

S.No.	Particular of Document	Yes	No	Page Nos.
j)	Letter of understanding the project site on bidder letter Head (Form-G) .			
k)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-H) .			
l)	Consent Letter to execute the Integrity Pact and along with Rs. 100 stamp paper (Integrity agreement) (Form-I) .			
m)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.			
n)	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/Partnership Company/Limited company private or public or corporation. Joint Ventures/Consortia of firms are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.			
p)	Copy of PAN Number, Labour Registration, GST registration, EPF & ESIC registration (copy of registration)			
q)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed (use scanned signature) by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire			

S.No.	Particular of Document	Yes	No	Page Nos.
	tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			
r)	Letter of Undertaking (LUT): Bidders are advised to execute LUT and should be able to supply goods and services at zero rate through LUT. The SEZ Developers/units, its agencies appointed by them have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated. Accordingly, bidder shall submit LUT if already registered. If not registered till date of submission of bid, bidder shall give undertaking on bidder letter head stating that they will get registered before submission of bills. For the purpose of availing this exemption, billing address should be taken as “WAPCOS ACCOUNT NSEZA” .			
r)	The experience in similar nature of work should be supported by certificates issued by the client's organization. In case of the work experience is of private sector the completion certificates shall be supported with copies of corresponding TDS certificates. Value of work will be considered with the values of TDS certificates			
s)	Escalation: All rates as per Estimated cost fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. As manpower or other works which are not part of this BOQ shall be carried out as per the requirement of NSEZ/WAPCOS Limited			
t)	Registration of Valid certificate under IT Information Library Foundations Certification (ITIL) or equivalent & Training Certificate to operate the work of providing IT services.			

S.No.	Particular of Document	Yes	No	Page Nos.
u)	Undertaking regarding the Validity of the bid should be 120 days and after the award of work, if he (firm) is not taking over the work than his firm can be blacklisted for 2 years in participating of WAPCOS future tender.			
v)	Affidavit (Undertaking) towards Payment of Minimum Wages to the workers engaged as per applicable order Government CLC Daily wages and to enhance the rates, as and when it is revised.			
w)	Undertaking towards Clearance from Police Authorities for the Manpower deployed at work			
x)	The interested bidder should be approved registered vendor on GeM (Government e-Marketplace) Portal, an undertaking in this respect to be submitted alongwith the bid.			
	<ul style="list-style-type: none"> • If the bidder fail to submit any of the above document than it is liable to be rejected at the discretion of WAPCOS Limited. • All uploaded tender document should be readable. In case the uploaded tender documents are found not readable even after zoom, the bidder will stand ineligible. • If a tendered quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid. • If bidder submits the percentage/amount abnormally low, justification for the cost will be asked for the same. If he failed to submit the required justification regarding compliance of Minimum Wages Act as per CLC. As per Government of India rules as per Applicable, then tender/bid is liable to be rejected at the discretion of WAPCOS Limited 			

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

Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder is technical submittal is found non - compliant with the requirement or work, it may be rejected.

Evaluation of Technical and Financial Proposals

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

S. No.	Parameter	Score
1.	Bidders' average annual turnover for last three years: - <ul style="list-style-type: none"> • ≤ Rs. 1.15 crore • >Rs.1.15 crore to ≤ 2.30 crore • >Rs. 2.30 crore to ≤ 4.60 crore • > Rs.4.60 crore (7.5 Marks for each stage)	20
2.	Experience of Similar Works One Similar work of value not less than Rs.1.84 crore and above Or Two Similar works of value not less than Rs. 1.15 crore and above or Three Similar works of value not less than Rs.92 Lakhs and above For ongoing projects, proof from the Client regarding completion of equivalent amount of work can be given and as per above document is required <ul style="list-style-type: none"> i) 60% Marks for minimum eligibility ii) 100% Marks for twice the eligibility criteria or more In between (i) and (ii) - On prorata basis 	25
3.	Number of Running contract of Similar nature (Manpower Services) in hand during last financial year 2022-2023 of minimum value of Rs.92 Lakhs <ul style="list-style-type: none"> i) 60% Marks for minimum eligibility ii) 100% Marks for twice the eligibility criteria or more In between (i) and (ii) - On prorata basis 	20
4.	Certification of Valid <i>Labour contract license</i> or equivalent Certificate for providing manpower Service	10
5.	Presentation on execution of Deployment of manpower Services as per the scope of work	25
	Total	100

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

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

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

Proposal will be rejected.

Total Marks for Technical Evaluation (t) = 100

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

- a. For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.
- b. The bidder shall also give a detailed presentation showcasing overall experience of the firm/ joint venture, areas of expertise, experience of the team to be deployed for the job, and understanding of work etc. The date of presentation (Either through Personal interaction or Video Conferencing) shall be intimated to all the bidders by email as per employer's requirement.
- c. The minimum Technical Score (St) required to qualify for financial bid opening is 60.
- d. The Technical Bids of the Bidders scoring 60 and above marks as explained above, will be considered as Responsive and their Financial Bids would be opened and considered for evaluation.
- e. The lowest evaluated Financial Proposal (Fm) will be awarded the maximum financial score (Sf) of 100.

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

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

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

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

T = the weight given to the Technical Proposal P

= the weight given to the Financial Proposal T + P

= 1 as following: $S = St \times T\% + Sf \times P\%$.

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

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

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

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

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

Award of Work

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

OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline (**Financial bid is not required to submit offline**)

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

Dr. Aman Sharma
CED (Env't & CM)
76-C, Institutional Area,
Sector-18, Gurgaon,
Haryana-122015
Tel: 0124-2397396
Email id: noidasez.wapcos@gmail.com

Bidder has to submit the bid Technical and Financial online also.

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

LETTER OF TRANSMITTAL FOR FINANCIAL BID" as per NIT, needs to submit with Financial documents along with Summary Of Cost & BOQ in Finance cover online only.

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

Indian Overseas Bank

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

Note:

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

11. After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

CONTENTS OF FINANCIAL BID

The quoted rate filled in Schedule of Quantities, should include all associated costs with the project including any out of pocket / mobilization expenses, GST, TDS, if any applicable as per Govt. terms, shall be paid by the Contractor. **Rates quoted in the price bid shall be exclusive of GST. GST shall be reimbursed on submission of GST submission proof.**

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation

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

OPENING OF FINANCIAL BID

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

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

2.4.1 Preference to Make In India products (For bids < 200 Crore):

- Preference shall be given to Class 1 local Contractor as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Contractor will be as defined in Public Procurement (Preference to Make in India), Order 2017.
- If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor and if the OEM is a company then by a practicing cost accountant or a chartered accountant for OEM's other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. Only Class-I and Class-II Local Contractors as per MII order dated 16.9.2020 will be eligible to bid. Non - Local Contractors as per MII order dated 16.09.2020 is not eligible to participate.

2.4.2 Joint ventures

Joint Venture / consortia of firms or companies shall not be allowed to participate in the Bidding process.

2.4.3 Certificates of Subsidiary/Group Companies/ Parental Company

The companies/ firms, who intend to get qualified on the basis of experience of the subsidiary/Group Companies/parental company, shall not be considered and vice versa. In case of a Company/ firm, formed after merger and/ or acquisition of other companies/firms, past

experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

2.5 Site Location and Site Visit

Intending Bidder(s) are advised to inspect and examine the sites at their own cost and its surroundings and satisfy themselves before submitting their bids as to the 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. The Bidder shall also inspect the quantum work(s) they have to do in respect of civil, electrical & mechanical and other works for installation of their equipment(s). A Bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. A declaration of having conducted visit to project site and adjacent area shall be submitted along with the Bid as per **Annexure-14**.

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 implies that they have read this notice and all other bidding documents and has made themselves aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on cost & time factor of the execution of the work.

If as per the rules of the local authority, the huts for labour are not to be erected at the site of work by the Contractors, the Contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account. The Contractor shall make their own arrangements for stores, field office, etc. Before tendering, he shall assess the manner in which he is able to arrange the above facilities. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.

2.6 Cost of Bidding

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

2.7 Tender Documents

The tender documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission
- General Conditions of Contract (GCC)
- Schedule of Quantities

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of the Bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirement of the bidding document shall be rejected.

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.

2.9 Amendment of Bid Documents

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

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

2.10 Preparation of Bids

2.10.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and Employer shall be written in the English language only.

2.10.2 Bidders Responsibility

- a) The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the Employer be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- b) 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 in the preparation and submission of the Bid.

- c) 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.

2.10.3 Documents Required for Physical Submission of Technical Bid

The Bid submitted by the Bidder for consideration shall comprise of the following:

I. Technical Bid

The Technical Bid shall be uploaded with coloured scanned copies of following documents as per above. All the documents must be Serial wise as stated below and clearly marked page no. on each page.

No information relating to financial terms of services should be included in the Technical Bid

2.11 Financial Bid

The Financial Bid shall be submitted online only on GeM Portal as per Annexure-17 along with Bid before last date & time of submission of Tender Document.

2.12 Bid Price

Unless stated otherwise in the Bidding Documents, the Bid Price shall be for the whole scope of work as described in ITB Clause-2.2 and shall include the followings:

- a) The total price quoted by the Bidder shall be firm during the performance of the Contract. Price quoted by the Bidder with any condition shall not be accepted and same is liable to be rejected.
- b) Price should be quoted including all accessories, attachments equipment etc. which are essential for proper & successful operations and functioning of the equipment in their respective departments.
- c) The prices quoted shall also include charges towards Providing security services including insurance charges etc. for satisfactory completion of work as per the direction of WAPCOS/NSEZ.
- d) In case it is proposed to supply the equipment partly imported and partly manufactured in this country, tenderers are requested to indicate clearly in their tender full details of the components which are proposed to be manufactured in India and the components, which are proposed to be imported and their C.I.F price. It should be included in Part of Price Bid (Price Bid shall be on FOR at NSEZ, Noida UP basis in INR).
- e) Prices quoted by the Bidder shall include all Materials, Uniform, 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 GST, 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.

- f) After reaching the supply at local port, the custom clearance responsibility would be borne by Contractor/Supplier. All applicable/required clearance/NOC/approval form various authorities is the responsibility of the supplier and any cost involved shall be borne by the contractor/supplier.
- g) The Contractor shall issue Tax Invoices to the Employer showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by the Employer.
- h) Anti-Profiteering Clause: Upon implementation of GST or any reduction in tax on account of anti-profiteering on supply of goods or services, the benefit of input tax credit shall be passed on to the employer by way of commensurate reduction in prices.
- i) In case of any law requires WAPCOS to pay tax on the contract price on reverse charge basis, the amount of tax deposited by WAPCOS would be considered as per Income tax act, GST Laws or any other law as applicable.
- j) The Employer shall be performing all its duties of deducting TDS and other deductions on payments made to 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.
- k) The Bidder shall keep the contents of his tender and rates quoted by him confidential.
- l) The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

2.13 Currency of Bid and Payment

The payment shall be made in Indian Rupees only.

2.14 Bid Validity Period

Bids shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of opening of Bids.

The last date for submission of bid shall be reckoned from the last extension of bid, if any.

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.

2.15 EMD and Tender Processing Fee

The Earnest Money Deposit in favor of WAPCOS Ltd payable at Gurgaon, Haryana of the amount as mentioned in NIT will be submitted only in the following forms:

- Through RTGS/ NEFT in the name of

**WAPCOS LIMITED,
Indian Overseas Bank
A/C NO. 193502000000075
IFSC: IOBA0001935**

- Banker's cheque of a Scheduled Bank.
- Demand Draft of a Scheduled Bank.
- Fixed Deposit Receipt (FDR) of a Scheduled Bank in the name of WAPCOS Ltd.

The EMD of unsuccessful tenderer(s) will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted.

The successful Tenderer shall accept the LOI within 15 (Fifteen) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

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

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

2.15.1 No interest shall be paid to the bidder towards EMD, till it is released.

2.15.2 The EMD shall be payable to WAPCOS Limited without any condition(s), recourse or reservations

- i) The Bid will be rejected in case EMD is not submitted (In case EMD is not exempted)
- ii) The EMD of bidders other than the successful bidder will be returned not later than 45 (forty five) days after the expiry of bid validity.

- iii) The EMD of the successful bidder will be discharged after the bidder has furnished the required acceptable Performance Security.
- iv) The EMD shall be forfeited:
 - a) if a bidder withdraws the bid after bid opening during the period of validity;
 - b) In the case of a successful bidder; if the bidder fails to Sign the Agreement within the 15 days from the date of issue of LOA or fail to furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

The unique transaction reference of RTGS/ NEFT shall have to be uploaded by the Tenderer in the e-tendering system by the prescribed date. The Chief Executive Director (Env. & CM), WAPCOS will get the earnest money verified from financial department based on the UTR number against each RTGS/ NEFT payment before the tenders are opened.

The Tender Processing Fee shall be submitted as per the details mentioned in the NIT. The bids without Tender Processing Fee and / or EMD shall be summarily rejected and shall not be evaluated further.

2.16 Bidding Condition

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

2.17 Format for Submittal

Format for submittal of related information for Bid shall be as per the Annexures of Section-III and shall be strictly adhered to.

The Bid shall contain no overwriting, alternations or additions. Any corrections/cuttings should be signed by the tenderer.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.18 Power of Attorney

- a) Power of Attorney duly notarized and on a stamp paper of an appropriate value, issued and signed by the member authorizing the person signing the tender documents to sign 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. The Power of Attorney shall have been issued after the date of publishing of the tender.
- b) In case of proprietary firm, the Application shall be signed by the Proprietor with full name and name of the firm with his/ her current address.

- c) In case of a limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing the Application. A certified copy of the Power of Attorney shall accompany the Application.

2.19 Submission of Bids

Online submission of Bid

The complete set of Technical Bid shall also be submitted physically at the address mentioned in NIT on or before the last date of submission of Bid, however, Financial Bid shall be submitted online only.

This tender/ Bid shall follow a Single Stage Two Envelope Bid System i.e., Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.10.3.

The Technical Bid should not contain any financial information related to Financial Bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in Annexure-17 of Section-III of Bid document on a lump sum basis, which shall be converted into percentage (+/-) for payment of each item (This percentage shall be applicable for each item). Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted.

- c. The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

2.20 Broad Outline of Activities from Bidder's Perspective

i) Submission of Bids

Online submission of Bid

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at gem.gov.in

ii) General

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

iii) Broad Outline of Activities from Bidder's Perspective**REGISTRATION**

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

Note: For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, Location etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid, in case they want to obtain any clarification / help from the GeM Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Note: For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.

SUBMISSION OF BIDS

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should Submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.
6. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

- The Technical Bid shall be wrapped in an envelope addressed to CED (Envt & CM), WAPCOS Ltd. Room No. C-23, Institutional Area, Sector-18, Gurugram, Haryana duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. The financial bid is not be submitted in sealed cover physically. However, the same is to be uploaded online only.

- The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.
- No responsibility will be accepted by WAPCOS for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
- The Bid should be submitted in the office of CED (Env't & CM), Environment Division, WAPCOS Ltd. Room No. C-23, Plot No. 76-C, Institutional Area, Sector-18, Gurugram, Haryana.

2.21 Deadline for Submission of Bids

The Employer may, at their discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.22 Modification and Withdrawal of Bids

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to Employer. Any modification shall be done in online bid along with the submission of modified physical bid.

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid in accordance with ITB Clause-2.21.

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in suitable actions as per the conditions mentioned in the relevant clauses of contract.

2.23 Bidding Documents

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

2.24 Employer's Right to accept any Bid and to reject any or all Bids

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.25 Bid Opening and Evaluation

The Employer shall open the Bids 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 Employer will open the Bids in the presence of Bidders' representative 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 Tender opening.

2.26 Shortfall Documents

The Employer may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. 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 the Employer or submission of any additional documents, not specifically asked for by the Employer, will be allowed and even when submitted, they will not be considered by the Employer.

2.27 Confidentiality of Bids

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of their Bid.

2.28 Clarification of Bids

To assist in the examination, comparison and evaluation of Bid, the Employer may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at their discretion, ask the lowest evaluated Responsive Bidder for clarification of his Bids. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the Bidder to influence the Employer in the Bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidders' Bid.

2.29 Determination of Responsiveness

Prior to detailed evaluation of Bid it will be determined whether each Bid:

- i) has been properly signed.
- ii) is accompanied by required securities.

- iii) is substantially responsive to the requirement of the Bidding document.
- iv) provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder(s).

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

2.30 Corrections of Errors in Bids

Bids will be checked for any arithmetical error and will be corrected by the Employer irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Security will be forfeited.

2.31 Evaluation and Comparison of Bids

- a) The Employer shall first evaluate the Technical Bid in accordance with the requirements of the Bidding documents to ensure responsiveness of the Bids. A responsive bid shall only be considered as Technically Qualified. Bid(s) which are not found responsive shall be rejected.
- b) The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- c) The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
- d) Arithmetical errors corrected by the Employer in accordance with Clause 2.30 of this Section.
- e) Such other factors of administrative nature as the Employer may consider to have a potentially significant impact on Contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.
- f) Evaluation of Financial Bid will be based on as per above mentioned.
- g) Any subsequent alteration in prices shall not be given any cognizance.

2.32 Award of Contract

Subject to Clause 2.33 of ITB, the Employer shall award the Contract to the Bidder whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as detailed in tender documents is the lowest.

2.33 Notification of Award

Prior to the expiry of the period of Bid validity prescribed by the Employer or any extension thereof, the Employer shall notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted.

This “Letter of Award” shall contain the contract price payable to the successful Bidder in consideration of the execution, completion and maintenance of the Works by the successful Bidder as prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of Award will constitute the part of the Contract agreement.

2.34 Signing of the Contract

Subsequent to receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of CED (Env't & CM) , WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana for signing of the Contract Agreement. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.35 Performance Security

- a) Within 15 (Fifteen) 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 3% of the Contract price:
 - a Bank Guarantee issued by a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) as per Annexure 3 of Bid document; or
 - a deposit receipt of a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in favour of WAPCOS Limited payable at Delhi/ Gurgaon.
- b) The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), as per details given below:
 - Indian Overseas Bank
 - NHB, Gurgaon
 - Branch Code: 1935
 - IFSC code: IOBA0001935
 - Beneficiary: WAPCOS Limited

This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.
- c) The period for submission of the Performance Security can be extended by the competent authority upon written request received from the Bidder stating the reason for delays in procuring the Performance Security to the satisfaction of the Competent Authority.

- d) Failure of the successful Bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award.
- e) The Performance Security shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate whichever is later. Claim period shall be one year after the date of expiry of performance security. The performance guarantee shall be returned to the Contractor without any interest after the completion of project.

2.36 Corrupt or Fraudulent Practices

It is required that the Bidders /Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract.

Other Conditions:

- The rates quoted shall include all the taxes, PF, ESI, etc. All the personnel employed by the Contractor should have PF account and ESI. Necessary proof shall be produced in the office of WAPCOS LTD. Statutory obligations like ESI, Provident Fund, Insurance, Medical expense/claim due to any accidents etc., of the personnel employed by the Contractor/Agency shall be met by the Contractor, and WAPCOS LTD /NSEZ shall not be held liable nor responsible for any such defaults. TDS shall be deducted from the Contractor's bills as per rules. The rates shall be firm for the period from the date of the award of contract till the completion of the works as per agreement and no escalation whatsoever will be allowed during this period.
- The agency shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party shall be created without the prior written consent of WAPCOS/NSEZ.

- Except as provided in this Agreement, hereinbefore, WAPCOS shall not be liable to the Agency by virtue of termination of this agreement for any reason whatsoever for any loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement
- WAPCOS on behalf of NSEZ reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, WAPCOS/NSEZ shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by WAPCOS/NSEZ.

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

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

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

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

Whenever breach of non-fulfillment of agreement conditions may come to the notice of WAPCOS through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the agency or not. The agency shall extend all

reasonable facilities and shall Endeavour to remove the hindrance of every type upon such inquiry.

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

**SECTION-III
ANNEXURES**

FORMAT FOR AFFIDAVIT

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

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

(Deponent)
Signature of Contractor

Note:

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

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

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

AGREEMENT

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

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

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

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

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

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

1. Notice Inviting Tender (NIT)
2. Contract Data

3. Bidder's Bid
4. Work Order
5. Bill of Quantities
6. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written at Noida/Gurgaon

Signature of the Employer

(with the seal of company and address)

Signature of the Bidder

(with the seal of company and address)

In the presence of:

Witness

1. Name and Address

2. Name and Address

To,

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

Sub: Integrity Pact

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

Signature, name and
designation of the
Authorized signatory)

Place:

Name and seal of Bidder

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

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

i.

WAPCOS Ltd. Here in after referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires 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 Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

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

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

Section 1 - Commitments of the Principal

Obligations on Principal

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

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

- a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender 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 Principal will, during the tender process treat all Contractor(s) /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) /Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

ii. **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

Obligations on Bidder/ Contractor

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bids finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

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

(2) The Bidder(s)/Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s) I Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other 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 introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) I Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only.

- (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to

agents, brokers or any other intermediaries in connection with the award of the contract.

- (f) The Bidder(s)/Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

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

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

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

(6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.

(7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

iii. **Section 3: Disqualification from tender process and/or exclusion from future contracts.**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the

Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and

determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

iv. Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMO)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

v. Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any

country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

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

Section 6: Independent External Monitor I Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, WAPCOS. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, WAPCOS.

(4) The Bidder(s) I Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The Principal will 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 Principal and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can

in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, WAPCOS within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, WAPCOS, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, WAPCOS, 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 Chief Vigilance Officer, WAPCOS.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

(10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

(11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

(12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organizations.

(13) Issues like warranty/ guarantee etc. Should be outside the purview of IEMs.

(14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

vi. **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)**

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

vii. **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims 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 CMD of WAPCOS.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

viii. **Section 9 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement I Pact, any action taken by the Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)(Office Seal)

Place

Place

Date

Date

Witness 1:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(Name & Address)

Witness 2:

(Name & Address)

FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

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

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

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

Certification:

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

{ day/month/year }

Name of Personnel

Signature

Date

{ day/month/year }

Name of authorized Representative of the Contractor

Signature

Date

For & on behalf of Tenderer

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR
WORKERS EMPLOYED BY CONTRACTORS**

1. 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 background and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's:-

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

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

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

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

2. 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.

3. ANTI-MALARIAL PRECAUTIONS

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

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

5. AMENDMENTS

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

For & on behalf of Tenderer

ELIGIBILITY CRITERIA AND IT's FORMS
Letter of Transmittal/ Covering Letter

To

Chief Executive Director (Env't & CM)

WAPCOS Limited, Environment Division,

76-C, Sector -18, Gurgaon- 122 015

Subject: Submission of bids for the work of _____

Sir,

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

1. I/we hereby certify that all the statement made and information supplied in the enclosed Annexures (Annexure __ to __) and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Employer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Employer to approach individuals, our previous employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

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

Enclosures:

Seal of Bidder

Date of submission:

Signature(s) of Bidder.

Annexure 1 - General Information

1.	Name of Contractor/Supplier	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization:	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/ Partners / Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with Employer (Attach copy of power of Attorney)	
10.	Details of Awards/Appreciations supported with document to be submitted.	
11.	Bank Details Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

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

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

Annexure 2 – EMD/Bid Security Declaration

FORMAT FOR BID SECURITY / EMD

(To be given on Company Letter Head)

To,
WAPCOS LIMITED,
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

Subject- Submission of Bid Security / EMD

Reference- _____
Sir,

With reference to the tender under reference we would like to participate in the tender. As per the instruction given in tender document, we are forwarding herewith the prescribed Earnest Money Deposit (EMD) as detailed below along with duly filled tender documents.

DETAILS OF EMD SUBMITTED

1	Amount of EMD as per NIT	
2	Amount of EMD submitted through RTGS/NEFT	
3	Unique Transaction Reference of RTGS/NEFT	

SIGNATURE OF BIDDER WITH SEAL

Annexure 3 - Form of Performance Security

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

In consideration of _____ (Employer's name) hereinafter referred to as "the Employer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) hereinafter referred to as "the Contractor" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a Contract, by issue of Employer's Notification of Award No. _____ dated _____ 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. _____ (3 % of the said value of the Contract to the Employer). We, _____ (name & address of Bank) hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall continue to be enforceable till the Employer discharges this Guarantee.

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between

the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The Guarantee shall not be affected by a change in the constitution of the Bank or of the Employer.

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

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this Guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the Bank granted to him / us by the Bank.

We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the powers of the Bank or its officials and the Guarantee shall be deemed to have been issued as if the Bank and its officials have all the powers and authorization to give this Guarantee on behalf of the Bank.

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

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

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____ (Rupees only) and it shall remain in force 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 until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate by the Engineer-in-Charge, whichever is later; and

iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before _____ being the date of expiry of the claim period. **(Indicate a date 12 months after validity of Guarantee).**

Dated this _____ day of _____ at _____

(Signature) For the Bank with seal

Name:

Designation:

Power of Attorney No. :

Annexure 4 - Form of Integrity Pact

To,
WAPCOS Limited,
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main Contract, which will come into existence when Tender/Bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the Tender/Bid, Employer shall have unqualified, absolute and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/Bid in accordance with terms and conditions of the Tender/Bid.

Yours faithfully
(Duly authorized signatory of the Bidder)

Integrity Agreement

[To be submitted on Stamp paper of minimum Rs. 100 duly attested by Notary / Magistrate]

This Integrity Agreement is made at on this..... day of 2023

BETWEEN

WAPCOS Limited, Gurgaon

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 Contractor)

hereinafter referred to as the “Bidder/ Contractor” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

(Details of duly authorized signatory)

Preamble

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

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidders.

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

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

Article 1: Commitment of the Employer

- (1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/ Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a Contract.
- (2) The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption.

He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

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

advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (6) The Bidder(s)/ Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Employer interests.
- (5) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Security/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security and Security Deposit of the Bidder/ Contractor.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Employer.
3. If the Bidder/ Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

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

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

of its Subcontractors/sub- vendors.

2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

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

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

..... (For and on behalf of the Employer)

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

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Annexure 5 - Declaration by the Bidder**[Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate]**

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 the Instructions to Bidders (ITB), General Conditions of Contract, Forms & Annexures, Technical Specifications, Schedule of Quantities, etc. to be submitted duly filled up & notarized in the form of Affidavit, where applicable, and time of completion (which is sacrosanct) of work of “_____”.

- i. Our tender is offered taking due consideration of all factors mentioned in tender documents.
- ii. 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.
- iii. 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.
- iv. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
- v. 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.
- vi. Business has not been banned with us by any Central / State Government Department/Public Sector Undertaking or Enterprise of Central / State Government.
- vii. We are not barred/ blacklisted presently by any Department, Authority or body corporate under the Govt. of India or any state Govt.
- viii. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- ix. We are financially sound and have not applied or be under corporate debt restructuring.
- 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. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- xii. We understand that in case any statement/information/document furnished by us or to be furnished by us in connection with this offer, is found to be incorrect or false, our business dealing will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 6 - Details of Similar Works Executed During Last 07 Years

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate	Cost of the work on completion	Cost of the Work on current cost level	Litigation / Arbitration cases pending / in progress with details	Reference and Page No. of Document
1.									
2.									
3.									
4.									
5.									
6.									

Certified that the Completion Certificates along with Work Orders of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

Signature of Bidder with Seal

Number of Running Contracts (Similar nature) under execution or awarded during last FY 2022-2023

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate/ Show Progress	Cost of the work on completion	Cost of the Work on current cost level	Name Designation and Address/teleph one number of officer to whom reference may be made	Reference and Page No. of Documentary Proof
1.									
2.									
3.									
4.									
5.									
6.									

Certified that the Completion Certificates along with work orders of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

Signature of Bidder with Seal

Annexure 8 - Preferred format for Work Experience Certificate from Clients**Name of Contractor**

1	Name of work/project & Location				
2	Name and Address of the				
3	Agreement Amount				
4	Estimated Cost				
4	Tender Amount				
5	Cost of the work on completion				
6	Date of start				
7	Stipulated date of completion.				
8	Actual date of completion/ likely date of completion				
9	Amount of compensation levied for delayed completion, if any				
10	Performance report	Very Good	Good	Fair	Poor
(a)	Quality of work	Very Good	Good	Fair	Poor
(b)	Resourcefulness	Very Good	Good	Fair	Poor
(c)	Financial soundness	Very Good	Good	Fair	Poor
(d)	Technical proficiency	Very Good	Good	Fair	Poor
(e)	General behavior	Very Good	Good	Fair	Poor

Date**Name & Designation of the Authority****Signature with Seal of the Bidder**

Annexure 9 - Undertaking for Manpower Deployment

[Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate]

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

We have carefully gone through the Instructions to Bidders (ITB) and all the documents, Forms & Annexures, etc. mentioned therein. (which is sacrosanct) of work of “_____”.

- i. Our tender is offered taking due consideration of all factors including site requirements information and conditions of each and every proposed location of the upcoming Institute 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 ITB.
- ii. We agree to employ at our cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by WAPCOS shall be final and binding on us. We shall not be entitled for any extra payment in this regard.
- iii. WAPCOS shall have full power and without giving any reason to us, immediately to get removed any representative, staff and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. We shall not claim any compensation on this account.
- iv. 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.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 10 – List of Valid Certification (ISO: 27001, OHSAS, PSARA-2005 or equivalent)

(To be Provided by the Bidder)

S.No.	Name of Certification	From	To	Total Duration in Years and Months

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 11 - Financial Information - Turnover**FINANCIAL INFORMATION**

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

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

Signature of Chartered Accountant

(with UDIN Number and Seal)

Signature of Bidder(s).

(with Seal)

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

Signature of Bidder(s) (with Seal)

Annexure 12 - Financial Information – Profit & Loss

Profit/ Loss Statement: Details to be furnished duly supported by figures in profit/ loss statement sheets for last 5 years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Years	PROFIT	LOSS
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

**Signature of Chartered Accountant
(UDIN Number and Seal)**

Signature of Bidder(s) (with Seal)

Annexure 13 - Form of Solvency Certificate

(from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI))

To

WAPCOS Limited,

76-C, Sector 18, Gurgaon - 122015

Name of the work: "Tender for Deployment of Manpower in NSEZ, sector-81, Noida (Package-2)".

This is to certify that to the best of our knowledge and information that M/s.

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

(Rupees.....).

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

(Signature) For the Bank with seal

Name:

Designation:

Power of Attorney No. :

NOTE:

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

Annexure 14 - Proforma for Site Visit

(Affidavit on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary / Magistrate)

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

- Location of local Sewer line, local Water pipeline and local electrical supply line and other relevant services to connect the proposed installation area and allied works to make the building functional after taking proper permission and approvals from the concerned Departments as per the requirement of the bidding document.
- Quantum of work(s) to be done in respect of civil, electrical & mechanical and other works for installation of their equipment(s).

I / We hereby submit our Bid considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted Rate & Price.

Signature of Bidder with seal

ANNEXURE (On letter Head)
STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder:	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach copies of original document defining the legal status) <ul style="list-style-type: none"> ▪ An Individual ▪ A proprietary firm ▪ A firm in partnership ▪ A limited company or Corporation 	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration <ol style="list-style-type: none"> 1. 2. 3. 	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
9.	Banker of Agency with full address (Attach bankers certificate of account maintenance for the last two years) Telephone number of banker	

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

Signature of Bidder(s)

Annexure 15 - Format of no Deviation Certificate**(To be submitted on Bidder's Letter Head)**

To

CED (Env't & CM)
WAPCOS Limited,**Subject: No Deviation Certificate for ----- (name of Work /Project)**

Dear Sir,

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

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document without any exception including any corrigendum / addendum and replies to pre-bid queries. 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.

Yours faithfully,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure**Format of Undertaking to be furnished on Company Letter Head with regard to
Blacklisting/Non-Debarment by the contracting Agency****Name of work:****Ref: Tender No.....dated.....****To****CED (Env't & CM)****WAPCOS Limited****76-C , Industrial Area****Gurgaon, Haryana**

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

For.....

Authorized Signatory

Date:-

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

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

Date

Place

Signature, name and designation of the Authorized signatory)

Name and Seal of the bidder

Annexure 16 - Format for Financial Bid

(To be submitted with Technical bid – No Financial figures to be disclosed)

(On the letter head of the Company)

LETTER OF TRANSMITTAL FOR FINANCIAL BID

To

**CHIEF EXECUTIVE DIRECTOR (ENVT. & CM)
WAPCOS Limited, Environment Division,
76-C, Sector -18, Gurgaon- 122 015**

Subject: Financial Bid for the work of “Name of Work “.

Sir,

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

The Bid is unconditional and unqualified.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized

Annexure 17 - Format for Financial Bid

(To be submitted online only)

As per GeM Portal format provided with the online Bid

TOTAL COST OF WORKS

Description	Total Amount in figures Quoted as per Scope of Work and Manpower required Mentioned in NIT	Total Amount Quoted in words as per Scope of Work and Manpower required Mentioned in NIT
Deployment of Manpower in NSEZ, sector-81, Noida (Package-2)	DO NOT FILL HERE	DO NOT FILL COST HERE
GST as per Applicable Norms or @ 18%	DO NOT FILL HERE	DO NOT FILL COST HERE
Total amount in words: DO NOT FILL COST HERE AS IT IS TECHNICAL PROPOSAL FILE GST shall be paid on Actual basis as per Government norms and conditions		

Section-IV
General Conditions of Contract (GCC)

Section-IV - General Conditions of Contract

A. Definitions

In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

1. **Applicable Law** means the laws and any other instruments having the force of law in India.
2. **“Employer”** means WAPCOS Limited who proposes to get the works executed as mentioned in the Contract on behalf of NOIDA SPECIAL ECONOMIC ZONE AUTHORITY, Govt. of India, New Delhi.
3. **WAPCOS Limited** shall mean a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
4. **“Principal Employer/Owner/Client/Competent Authority”** NOIDA SPECIAL ECONOMIC ZONE AUTHORITY who has appointed WAPCOS Ltd. as Project Management Consultant for the work of “Deployment of Manpower in NSEZ, sector-81, Noida (Package-2)” and shall act as an Employer on behalf of Noida Special Economic Zone Authority to implement the project.
5. **“Project Management Consultant”** means WAPCOS Limited.
6. **“Project”** means “Deployment of Manpower in NSEZ, sector-81, Noida (Package-2)”
7. **‘Approval’** means approved by WAPCOS Limited on behalf of Noida Special Economic Zone Authority in writing.
8. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer on behalf of the Noida Special Economic Zone , Noida and the Contractor/Supplier, 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.
9. **“Contract Price”** or Contract value means the sum indicated in the Letter of Award for the performance of the Services, in accordance with conditions of the Contract, and includes adjustments in accordance with the Contract.
10. The **“Bidder/Tenderer/Contractor/Supplier”** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute the project after award of the Works as Contractor/Supplier.
11. **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in

writing by the Employer to act as “Engineer-in-Charge” on its behalf for the purpose of the Contract, to perform the duty set forth in this General Condition of Contracts and other Contract documents.

12. **Estimated Cost** means estimated cost put to tender for inviting Financial Bid from the interested Bidders.
13. **Effective Date** means the date on which this Contract comes into force and effect pursuant.
14. **In writing** means communicated in written form with proof of receipt.
15. **Language** means all documents and correspondence in respect of this Contract shall be in English Language.
16. **Letter of Award (LOA)** shall mean the Employer’s letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
17. **Month** means English Calendar month ‘Day’ means a Calendar Day of 24 Hrs. each.
18. **“Bid” or “Bids” or “Tender”** shall mean the offer submitted by a Bidder in accordance with this document for the above project.
19. **Schedule of Rate** means Delhi Schedule of Rates.
20. **Works or Work** shall unless there be something either in the subject or context repugnant to such services, 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.
21. The words Tenderer, Bidder, Applicant, Contractor, Supplier shall have the same meaning.
22. The words Project Management Consultant, Consultant shall have the same meaning.
23. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same
24. which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
25. The Contractor's Bid is the completed Bidding document submitted by the Bidder to the Employer and includes Technical and Financial bids;
26. A Defect is any part of the Works not completed in accordance with the Contract;
27. The Warranty (On site)/Defects Liability Period shall be 12 months and shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later.
28. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works
29. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
30. Specification means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.
31. A Sub Contractor is a person or corporate body who has a Contract with the Contractor to

carry out a part of the work in the Contract, which includes work on the Site.

32. “Permanent Works” means the permanent works to be executed and maintained in accordance with the Contract
33. A Variation or Change in Scope is an instruction given by the Engineer-in-Charge, which varies and change the scope of Works.

B. Interpretation

- I. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Employer provides instructions clarifying queries about the Conditions of Contract.
- II. If sectional completion is specified in the Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- III. The documents forming the Contract shall be interpreted in the following order of priority:
- WAPCOS and NSEZ Agreement and terms and conditions lay over by NSEZ time to time
 - Contract Agreement
 - Letter of Award, notice to proceed with the works
 - Schedule of Quantities
 - Corrigendum/ Addendum
 - General Conditions of Contract
 - Technical Specifications
 - Drawings
 - Indian Standards Specifications of BIS
 - Correspondence with the Bidders (as applicable)
 - Signed Copy of Documents submitted at the time of Bid Submission
 - Contractor's Financial Bid

C. Discrepancies and Adjustment of Errors

- i) 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.
- ii) 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: -
- a. Description of Schedule of Quantities.
 - b. Particular Specification and Additional Condition, if any.
 - c. Drawings.

d. Indian Standard Specifications of B.I.S

- iii) 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.
- iv) 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.

D. Sufficiency of Tender

- i) 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 rates and prices stated in the Schedule of Quantities, which Bid rates and prices shall, except in-so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion and maintenance of the works.
- ii) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- iii) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract.
- iv) The Contractor shall promptly inform the Engineer-in-Charge of any error, omission, fault and other defect in the design of or specifications for the Works which are discovered when reviewing the Bidding Documents or in the process of execution of the Works.
- v) All instructions and orders given by the Engineer-in-Charge at Site are to be maintained in the Site Order Book and shall be taken to have been conveyed to the Contractor for his compliance.
- vi) Clearance of site before Handing over of the facilities after fulfilling all the Obligations as per the Contract

E. Clauses of Contract:

Clause 1: Performance Security

- i) The Contractor shall submit an irrevocable Performance Security of 3% (Three percent) of the tendered 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 and as per format as well as other conditions as specified in Clause 2.35 of Section-II of volume-I

- ii) The Engineer-in-Charge shall not make a claim under the performance Security except for amounts to which the Employer is entitled under the Contract (notwithstanding 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 Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.
 - (b) Failure by the Contractor to pay Employer 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.
- iii) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- iv) The Performance Security shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate whichever is later. The performance guarantee shall be returned to the Contractor without any interest.

Clause 1A: Recovery of Security Deposit

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

Clause 2: Compensation for Delay

- 3.1.1 To forfeit the performance security full or in part.

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 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.

- ii. 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.
- iii. 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.
- iv. If the Contractor shall offer or give or agree to give to any person in the Employer's 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 Limited.
- v. If the Contractor shall enter into a Contract with the Employer 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.
- vi. If the Contractor had secured the Contract with the Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- vii. 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 reservice) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- viii. If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- ix. If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- x. If the Contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise

parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

- a) To determine the Contract as aforesaid (of which termination notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

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 4: Contractor Liable to Pay Compensation Even if Action not Taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by **Clause 3** thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the Contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the Contractor, or procured by the Contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the Contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on

the Contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

PAYMENT TERMS

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

The Contractor / Agency shall submit the bills at the end of every month and payment will be made within 30 (thirty) days of receipt of the bill subject to verification of attendance. All the applicable taxes and duties will be deducted from each bill.

- Payment to labour shall be dispersed by the contractor by the 7th of every month positively.
- Payment of contractor shall be given by WAPCOS on the basis of proof submission by the contractor for the disbursement of payment to labour minimum wages as per Government, ESI, EPF etc employed by him.
- All emergent Repair and Maintenance related complaints shall be attained to within 48 hours with concern of WAPCOS/NSEZ, failing which a recovery of rs 1000.00 per event per day shall be made from the subsequent payments to the agency and old material / items replaced with new one shall be deposit to NSEZ with care and returned certificate should be submit along with subsequent bill.
- In the event of failure to attended the compliant within 03 days, the authorized officer of WAPCOS will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
- On submission of consumable item sheet duly verified by engineer In charge WAPCOS/NSEZ/Satisfactory person.
- The Service Provider Agency shall also deposit EPF of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account.
- Proof of deposit of both employers share and employees share of EPF shall be submitted to the WAPCOS/NSEZ Authority by the end of 15 day of succeeding month.
- The Service Provider shall furnish statement of amounts paid for the month to the persons

deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Provider is to furnish a copy of bank statement in support of amount paid as and when required by WAPCOS/NSEZ Authority.

- The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken.
- The Service Provider shall submit before the WAPCOS/NSEZ Authority, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF within 7 days from the date of filing. In case of any return in the form of monthly, quarterly and annual returns applicable same also to be filed and copy to be furnished to WAPCOS/NSEZ Authority.
- Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the WAPCOS/NSEZ Authority from the payments due to the Service Provider.

Clause 10: Deviations/ Variations: Extent

- 10.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original quantities as specified in the tender. 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 – 10A.

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.

- 10.2 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.
- 10.3 The unit rate mentioned in Schedule of Quantities (SoQ) for the individual items shall apply for:-
- i) The quantities mentioned in Schedule of Quantities plus thirty percent (30%) of SoQ

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-10A of Section-IV.

10.4 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 10A: 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-10 above shall be payable in the manner as stated hereunder:

10A.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.

10A.2 In case the extra item(s) or substituted item (s) being the Scheduled Item (Delhi Schedule of rates), these shall be paid as per the Delhi Schedule of rates, plus/minus tender percentage with respect to estimated cost.

10A.3 The rate for deviated item(s) beyond the specified limit as mentioned in Clause 10.3 above shall be determined in the manner specified in Clause 10A.1 above.

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 11: Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

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

derive in consequence of the foreclosure of the whole or part of the works.

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the Contract and less the cost of Contractor's materials at site taken over by the Employer 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 Employer from the Contractor under the terms of the Contract.

In the event of action being taken under Clause 11 to reduce the scope of work, the Contractor may furnish fresh Performance Security on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Security is furnished by the Contractor the Engineer-in-Charge may return the previous Performance Security.

Clause 13: 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 sub para (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 the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, 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 the Employer, 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 14: Action in case Work not done as per Specifications

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

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Employer for Quality Assurance, 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 the specified time given by the Engineer-in-Charge, 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 GCC (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 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 15: Contractor Liable for Damages, Defects During Warranty/Defect Liability Period

The Warranty (On site)/Defect Liability Period shall be 60 (Sixty) months, shall be provided on site.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later. The Warranty period shall be provided as per the manufacturer norms or 60 months 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 of it 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 24 months after a certificate, final or otherwise of its completion, shall have been given by the Engineer-in-Charge as aforesaid arising out of defective 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 proceed of sale thereof or of a sufficient portion thereof.

The Security Deposit of the Contractor shall be refunded in accordance with Clause 1A (ii) of GCC.

Clause 16: Contractor Supply Tools & Plants Etc.

The Contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the Contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Contract. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the

specifications or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted, from any money due to the Contractor, under this Contract or otherwise and/or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 16A: Recovery of Compensation Paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, the Employer 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 the Employer to the Contractor whether under this Contract or otherwise. The Employer 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 the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

Clause 16B: 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, the Employer 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 Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractor, the Employer 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 Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer 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 the Employer to the Contractor whether under this Contract or otherwise the Employer shall not be bound to contest any claim made against in 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 Employer full security for all costs for which the Employer might become liable in contesting such claim.

Clause 17: Labour Laws to be Complied by Contractor

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

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 17A

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

Clause 17B: 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 Subcontractors 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 the Employer 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. 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.
- v. 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.
- vi. 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, Employees Provident Fund & miscellaneous provisions act 1952, Employees state insurance act 1948 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

- vii. The Contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub- Contractors.
- viii. 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.
- ix. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 17C: Safety Provisions for Labour and Penalty on Default

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.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

Clause 17 D: Submission of Labour Chart by every fortnight

The Contractor shall submit by the 5th and 20th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) The number of labourers employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. Failing which the Contractor shall be liable to pay the Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the Contractor; the amount levied as fine and be binding on the Contractor.

Clause 17 E: Health and Sanitary Arrangements for workers

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 Employer and its Contractors.

Clause 17 F: Maternity Benefit rules:

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.
 - (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 17 G: Penalty for Non-Compliance for Labour Regulation

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

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing

and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the Contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be 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 17H: Providing Hutments, W/S, S/I, Drainage, Sanitations etc. for workers

N/A

Clause 17I: Removal of incompetent Workers

The Engineer-in-Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractors' employ upon the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the Contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-Charge will display a list of Contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

Clause 17J: No part of building to be occupied- action on breach thereof

N/A

Clause 17K: Employment of Skilled/Semi-Skilled Workers

N/A

Clause 18: Minimum Wages act to be Complied with

The Contractor shall comply with all the provisions of the CLC 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 19: 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 Limited 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 Employer shall have power to adopt the course specified in Clause 3 of GCC hereof in the interest of the Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 of GCC shall ensue.

The Contractor may sub-Contract any portion of specialised work only, with the approval of the Engineer-in-Charge. Sub-contracting does not alter the Contractor's obligations. The sub-contracting Contractor shall be of repute.

Clause 20: Sums payable by way of compensations

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

Clause 21: Changes in Firm's Constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 of GCC and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 19 of GCC.

Clause 22: Works to be Under Directions of Engineer-in-Charge

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

carried on.

The Engineer-in- Charge may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

Clause 22A: Life Cycle Cost

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

Clause 23: Settlement of Disputes & Arbitration Amicable Resolution and Mediation

23.1 Settlement of Disputes

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

- i) If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.
- ii) In case the Contractor is not satisfied with the decision of Engineer-in-Charge, he may proceed for arbitration as detailed in **Clause 23.2** hereinafter.
- iii) It is a term of Contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
- iv) Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Clause 23.2. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism except to the extent that such payment of dispute.

23.2 Arbitration

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

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

construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

23.3 English Language

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

23.4 Performance during Arbitration

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

23.5 No arbitration for decision on sub-standard work

The decision of Engineer-in-Charge regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

Clause 24: Contractor Indemnify Employer against Patent Rights

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

Clause 25: Action where no Specifications are Specified

In the case of any class of work for which there is no such specifications as referred to in Clause 9 of GCC, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards specifications then the work shall be carried out as per Manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Clause 26: Withholding and Lien in Respect of Sum Due from Contractor

i) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract

or against the Contractor, the Engineer-in-Charge or the Employer 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 Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Employer 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 Employer 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 Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer 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 Employer 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 Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer 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 Employer to the Contractor, without any interest thereon whatsoever.

Provided that the Employer 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 Employer on the one hand and the Contractor on the other under any term of the Contract permitting payment for work after assessment by Employer.

Clause 27: Lien in Respect of Claims in Other Contracts

Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the Contract may be withheld or retained by way of lien by the

Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Employer or with such other person or persons.

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

Clause 28: Water for Works

N/A

Clause 29: Levy / Taxes Payable by Contractor

- (i) The Contract price is inclusive of Goods and Service Tax (GST) and any other taxes, levies, royalties together with all general risks, liabilities and obligations set out or implied in the Contract, applicable Labour Cess, cost of insurance to this Contract, all applicable tax liabilities, Income Tax & Surcharges, etc. However, only the payment of GST shall be reimbursed by the Employer to the Contractor as per procedure laid down in sub-clause (ii) of this clause.
- (ii) The Contractor shall issue Tax Invoices to Employer showing (i) Basic Amount (ii) GST Amount separately for each running account bill including final bill and the payment of GST amount shall be reimbursed to the Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by Employer.
- (iii) Notwithstanding anything contained in clause 29 (i & ii), the Contractor shall ensure payment of appropriate tax on the supplies made under the Contract. The Contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments. The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax law, enabling the Employer to avail input tax credit.
- (iv) In case any law requires the Employer to pay tax on the Contract price on reverse charge basis, the amount of tax deposited by Employer would be considered as paid to the Contractor and, accordingly, the price payable to the Contractor would stand reduced to that extent.
- (v) In case the Contractor does not deposit the tax payable on execution of the Contract, or has

not provided the tax invoice to Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be deducted from the any amount payable to Contractor.

- (vi) The Employer shall deduct royalty charges from each running account bill including final bill of Contractor as per the rules of State Government at rates prevailing at the time of execution and deposit the same to the Government. The royalty charges shall be applicable for the material i.e. red bajri, stone, kankar, sand, moorum, etc. or any other materials as per the rules of State government. The Contractor shall obtain necessary permit from local authorities, if required.

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

Clause 30: Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:

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

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

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 provision of contract.

- (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 Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 31: Termination of Contract on Death of Contractor

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Engineer-in-Charge on behalf of the Employer shall have the option of terminating the Contract without levy of compensation to the Contractor.

Clause 32: If Relative Working in WAPCOS then the Contractor not Allowed to Tender

The Contractor shall not be permitted to tender for works where the Employer responsible for award and execution of contracts and his near relative is posted in WAPCOS Limited. 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 Employer's office. Any breach of this condition by the Contractor would render him liable to be debarred from tendering in WAPCOS Limited.

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 33: No Gazetted Engineer to Work as Contractor within one Year of Retirement

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

Clause 34: Compensation During Warlike Situation

N/A

Clause 35: 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 Employer 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 36: Release of Security Deposit after Labour Clearance

Release of Security Deposit of the work shall not be refunded till the Contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the Contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said

communication, shall write to the Labour Officer to intimate if any complaint is pending against the Contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

In any case even after receipt of the clearance certificate from the labour officer the Security Deposit shall be refunded only in terms of Clause 1A (ii) of GCC.

Clause 37: Employer's Financial Arrangements

“The Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Noida Special Economic Zone Authority 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 Noida Special Economic Zone Authority being Principal Employer/Owner/Client. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Noida Special Economic Zone Authority, 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.”

Clause 38: Early Warning

38.1 The Contractor is to intimate the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer-in-Charge may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date direct them to take suitable action to avoid such delay or get suitable extension to completion date.

38.2 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

Clause 39: Identifying Defects

The Engineer shall check the Contractor's work regularly and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for defects and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

Clause 40: Correction of Defects

40.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

40.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within

the time specified by the Engineer-in-Charge's notice. However, no payment shall be released for the defective work.

Clause 41: Uncorrected Defects

If the Contractor shall fail correct a Defect within the time specified by the Engineer-in-Charge, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is the work which, in the opinion of the Engineer-in-Charge, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent there on or incidental thereto shall be recoverable from the Contractor by the Engineer-in-Charge from any money due or which may become due to the Contractor.

Clause 42: Payment Certificates

42.1 The Contractor shall submit to the Engineer-in-Charge statements of the value of the work completed.

42.2 The Engineer-in-Charge shall check the Contractor's statement as per Clause 7 of GCC and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in contract documents.

42.3 The value of work executed shall include the valuation of Change in Scope (Variation), if any.

42.4 The Engineer-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

Clause 43: Time Compensation Events

43.1 The following are Time Compensation Events unless they are caused by the Contractors:

43.2 The Employer does not give access to the site or a part of the Site. If any Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Contractor will react competently and promptly to the event and shall submit information demonstrating the effect of the Event and the required extended time period for completion.

43.3 The Engineer-in-Charge shall examine the information furnished by the Contractor and shall recommend to the Employer by how much time the Intended Completion Date shall be extended. The Employer shall decide/ sanction the required extension of time due to such event. However, no payment/compensation will be given to the Contractor due to such extensions of time.

43.4 The Contractor shall not be entitled to any compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer-in-Charge.

Clause 44: Termination

44.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of

the Contract.

44.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-in-Charge;
- The Contractor is made bankrupt or goes into liquidation other than for a service or amalgamation;
- The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge;
- The Contractor does not maintain a secrecy which is required;
- The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract; and
- If the Contractors, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

44.3 For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

44.4 When either party to the Contract gives notice of a breach of Contract to the Engineer-in-Charge for a cause other than those listed under Sub Clause 44.2 in above, the Engineer-in-Charge shall decide whether the breach is fundamental or not.

44.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.

44.6 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

Clause 45: Payment upon Termination

45.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractors, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractors, the difference shall be a debt payable to the Employer.

45.2 If the Contract is terminated at the Employer's convenience, the Engineer-in-Charge shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be

deducted at source as per applicable law. No payment shall be made for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

45.3 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of the Contractor's fundamental breach of Contract.

Clause 46: Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractors, the Engineer-in- Charge shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

Clause 47: Insurance of Works Etc.

47.1 Contractor is required to take Contractor's All Risk policy from Nationalized insurance company in the joint name with Employer and bear all costs towards the same for the full period of execution of works including the Defect Liability Period for the full amount of contract against all loss or damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the Employer and the Contractor are covered during the period of service of works and/or also covered during the period of Defect Liability for loss or damage.

a. The Works and the Temporary works to the full value of such works.

Whenever required by Employer, the Contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

47.2 Insurance under Workmen Compensation Act

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from Nationalized insurance company and pay premium charges thereof. Wherever required by Employer the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

47.3 Third Party Insurance

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from Nationalized insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Employer / Owner, arising out of the execution of the Works or Temporary works. Wherever required by Employer the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

47.4 If the Contractor shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the EIC may effect and keep in force any such

insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

47.5 The Contractor shall at all times indemnify Employer and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

47.6 The Contractor, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as the EIC may deem fit, but shall, however not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

Clause 48: Possession of the Site:

The Employer shall give possession of relevant parts of the Site to the Contractor within 7 days from the date of commencement of work to enable to commence and proceed with the Works in accordance with the programme of Clause – **5 of GCC**. If possession of a part is not given by the time stated, the work programme will be rescheduled based on the delay of possession of site and extension of time considered accordingly. However, no payment/compensation will be given to Contractor for such extension.

Further, if and to the extent that the delay of possession of site caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time and any payment.

Clause 49: Contractor's Storage and Site Office

N/A

Clause 50: Other Conditions

1. The Contractor shall deploy the resources at site to start the services after written approval from Employer. No claim shall be entertained for idle of labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works. If any dispute/ hindrance may arise during services due to any reason whatsoever, the Contractor is not liable for any financial claim or damages due to such circumstances.
2. The efforts will be made by the employer to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the

employer shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the employer shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.

3. If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads etc. at his own cost as per direction of Engineer-in-charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.
4. 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 & machinery needed for required pace of progress for timely completion of work.
5. The Contractor shall follow & maintain all statutory norms in respect of safety to Workwomen, Model Health Rules, Contractor Labour Regulations. WAPCOS shall not be responsible in case for violation of any statutory/local bodies rules & regulations by the Contractor.

SECTION-V
Special Contract Conditions

Special Contract Specifications

2.37 Settlement of Disputes

Any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled through dispute resolution mechanism:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meetings, wherein minutes of the said meetings shall be prepared and countersigned by the all the parties. It is mandatory to prepare minutes of meetings and to be countersigned by all the parties, irrespective of the outcome of the said meetings.
- b) In the event the parties are unable to reach on any settlement in the said meetings, then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with the Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date)
- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event , any dispute arises under the present agreement and referred to arbitration for adjudication, then subject to corresponding clause in the contract/agreement/work order/agreement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the arbitration clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

1. OTHER TERMS & CONDITIONS

- 2.1 The purpose of certain specific conditions is to get or procure best service etc. for Noida Special Economic Zone Authority.
- 2.2 The Security Deposit shall be released after successful completion of work in NSEZ for the above said works and period.
- 2.3 The Performance Guarantee shall be returned to the Contractor soon after the completion of works plus 60 days and issuance of the completion certificate.
- 2.4 The Contractor shall provide vehicle for site visit of WAPCOS/NSEZ personnel as and when required.
- 2.5 The service provided by each person engaged by the Contractor/Agency shall be satisfactory to WAPCOS LTD./NSEZ. If WAPCOS LTD./NSEZ intimates the Contractor/Agency regarding misconduct, incapability, delay in discharging duties or non-performance of any personnel employed by the Contractor, he shall be removed from his duties in the O&M work and the Contractor/ Agency shall provide suitable substitutes immediately
- 2.6 The quoted rate shall be exclusive of Goods and Service tax (GST). However, it is mandatory to bidders execute LUT (letter of undertaking) and supply the goods and services at zero rated GST under the SEZ act.
- 2.7 If shall be the responsibility of contractor to pay minimum wages as per CLC. Notification to the workers as applicable/revised time to time during the tenure of the contract. This tender is prepared on the basis of minimum wages applicable as on the date of publication of this tender except the following post.
However, any increase or decrease in minimum wages by the Government after the last date of submission of the tender during the tenure of the project shall be reimbursed/deducted with/from the in their monthly bills of the contractor based on the applicability of revised rates and on production of suitable evidences as per the norms except the following person.
 - In Case the agency fails to abide by any of the conditions a financial penalty on every default as decided by WAPCOS management will be imposed
 - The contractor shall install a Biometric Attendance Machine or certified by NSEZA authority and attendance record to be given with the monthly RA bill. List of staff being posted to be given with their experience and credentials.
 - The contractor has to provide police verification details of the manpower deployed by him without any failure within 15 days from the date of award of letter of award.
- 2.8 The firm/contractor shall furnish a list of the workers deployed along with their full names, father's/husband's name, date of birth, full residential addresses (present & permanent), contact tel. No. etc. The firm/contractor shall be responsible to get the character and antecedents of the persons verified by the Police before deploying them in NSEZ. The authenticated copies of Police verification certificate/documents of the persons, who are to be deployed in NSEZ, shall be submitted by the firm to WAPCOS. WAPCOS/NSEZ reserve the right to conduct the test, as may be deemed fit to adjudge the suitability of the persons provided by the firm/contractor. WAPCOS/NSEZ also reserves the right to get the person's character and antecedents verified by the Police, if deemed necessary.
- 2.9 The firm will also ensure that the persons deployed in NSEZ are medically fit and will keep record of their medical fitness. The firm shall withdraw such persons,

who are not found suitable by NSEZ/WAPCOS for any reasons, immediately on receipt of such request from WAPCOS/NSEZ. The copies of medical fitness certificate of the persons who are to be deployed in NSEZ, shall be submitted by the successful bidder to WAPCOS/NSEZ.

- 2.10** There shall be no representation of any kind, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference in employment security for the persons engaged by the service provider for any engagement. service or employment in any capacity, in any office or establishment of the Govt. A copy of each of the agreement entered into by the firm with the persons, deployed in NSEZ are required to be submitted to WAPCOS/NSEZ within a fortnight of deployment.
- 2.11** The contract does not amount to employment with the Government or confer any right on the contractor/firm or the workers engaged by the firm/contractor, nor any representation by the Government as to the possibility or preference in. employment at any time in future in respect of security and other personnel of the contractor/firm in any office/ establishment of the Government.
- 2.12** The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with WAPCOS/NSEZ and so that optimal services are available without disruption.
- 2.13** The worker engaged will observe discipline and decorum and shall not-misbehave with any WAPCOS/NSEZ officer.
- 2.14** If at any point of time, any person absent himself/herself, a substitute shall be provided immediately.
- 2.15** In case, any person is absent on a particular day and substitute is not provided, a daily rate/ pro rate shall be deducted from the bill for the month. In case the firm is asked to provide a substitute and fails in doing so within 3 (three) days, then a penalty equal to 10% of the daily wages of the worker will be imposed on the firm, besides deduction of daily wages.
- 2.16** The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'Worker' relating to his/her deployment in NSEZ and any other matters that may arise in this regard and WAPCOS/NSEZ, in no way, be responsible for settlement of such issues/dispute.
- 2.17** Any liability regarding payments of wages to the 'workers' arising due to non compliance with any provisions of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the firm/contractor. The successful firm/contractor shall submit, a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum Rates of wages to the persons engaged as per applicable orders of CLC, GOVERNMENT OF INDIA and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t ESI, EPF etc. to NSEZ. The contractor will submit the copies of the EPF statement/pass Book, ESI Card and Service Tax Challans long with monthly bill, without which the payment to the contracting firm will not be released.
- 2.18** The successful bidder will submit an undertaking in form of duly executed affidavit to deposit EPF contribution of the Employer and Employee in the EPF Account of the workers every month.
- 2.19** The successful bidder will also submit an undertaking in form of duly executed affidavit to the effect that if the contractor does not provide copies of depositing Employer and Employees share in the EPF Account of the employee, he will not be entitled for these payments.

- 2.20** The successful bidders will also submit an undertaking in the form of duly executed affidavit to comply with the instructions relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.
- 2.21** The employer's share of EPF will not be paid to the contractor for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard. The employer's share of EPF will be paid to the Contractor on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his/her name.
- 2.22** The firm/contractor shall undertake to provide the services for the entire duration regularly failing which the Performance Security Deposits and such other amount that may be due from WAPCOS/NSEZ to the firm shall stand forfeited.
- 2.23** If at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the WAPCOS/NSEZ will have full authority to discontinue the services of the firm/contractor by giving notice of 15 days. The decision of WAPCOS in this regard shall be final and binding on the firm/contractor.
- 2.24** The working hours of the workers on the basis of 6 days working in a week. The workers shall have to sign the attendance both at the time of arrival and departure.
- 2.25** In emergent situations the services of the persons may be required on Sundays/Holidays also.
- 2.26** If, any workers arrives late or leaves early, a deduction of the daily rate shall be made on half day basis.
- 2.27** If, at any point of time, the services of any person provided by the firm/contractor are found to be unsatisfactory or not of the expected level in any manner, the firm/contractor shall change the worker immediately.
- 2.28** The workers shall not be entitled for any financial benefit that are admissible to regular employees of WAPCOS/NSEZ. However, the firm/contractor is required to pay wages to the workers engaged strictly as per the Minimum Wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of Uttar Pradesh, Government of India and Ministry of Labour & Employment. The wages to the workers would be dynamic. The weekly rest etc. should also be allowed to workers as per statutory provisions. This is required to be quoted by all bidders at the time of submitting bids, which would be increased as and when increased by the Government authorities. All the statutory requirements such as obtaining valid Labour Licence on the basis of contract letter and compliance of all the provisions of social security legislations in general and provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R&A) Rules 1971 in particular are required to be complied with by the contractor. The firm/contractor should quote their Service Charge for providing services of workers for WAPCOS/NSEZ over and above the statutory payments to be made to each worker. so deployed. Except the Administrative Service Charges, quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject. The proof of depositing the service tax with the appropriate authorities have to be submitted to WAPCOS periodically.

- 2.29** The administrative Service Charges per worker Quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.
- 2.30** The rates of wages and the consequential revision in the statutory contribution on worker's wages will be revised by CLC from the date of statutory revision in minimum wages of the workers and in case of revision in the rate of contribution on worker's wages (i.e EPF,ESI etc.) by the CLC Government/Central Government whatsoever may be the case. However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.
- 2.31** The firm should be registered with ESI, PF, Service Tax, Service Contract Tax, Labour Licence & PAN (GST) with the concerned authorities.
- 2.32** The contractor shall comply with all relevant Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act, Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies Central Model Rules, 2006. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under.
- 2.33** The payment of wages to the workers have to be made by the contractor in accordance with the provision of Section 21 of the Contract Labour (Regulation & Abolition) Act, 1970.
- 2.34** The firm/contractor will make payment of wages to the workers provided by 7th of every month. In case of failure to make payment of wages to the workers within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with WAPCOS Limited will be forfeited. The firm will also be blacklisted.
- 2.35** **Vehicle for site visit and office set up at site for WAPCOS officials shall be provided by the contractor at his own cost.**
- 2.36** The Firm/ contractor shall be responsible for all commission and omissions on the part of manpower engaged for the purpose. WAPCOS Limited shall not be held responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employee performing duties under this contract.
- 2.37** If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted, its bids will be ignored and EMD will be forfeited.
- 2.38** WAPCOS Limited has reserve the right to execute more items or quantities or manpower as per the NSEZ or site requirement.
- 2.39** The completion cost of any maintenance work shall not exceed 2.00 times the tendered amount and 10% of the sanctioned cost for budgeted works. The Engineer-in-charge shall record reasons for such deviation beyond the contract amount and take necessary approval from competent authority.
- 2.40** This tender is based upon the estimations on the basis of site conditions (tentative) enclosed with technical specifications and BOQ. WAPCOS Limited reserves the right to vary any individual item to any extent either positive or negative within the scope of work as defined as per the requirement of NSEZ/WAPCOS Limited. The decision as to items are within the scope of work shall be of WAPCOS Limited which is final & binding. Therefore in case of variation in quantity as given in BOQ either positive or negative no rate revision is applicable. In case of New Rate or Price of the Substituted/Extra/deduction

items shall be derived from any relevant rates or prices in the Contract. New rate or price of the substituted/Extra/deduction items shall be derived from the Delhi Schedule of Rates -2021. In case the rates are not available in DSR, the same shall be derived from the competitive market quotes, obtained by WAPCOS Limited/WAPCOS Limited representative. The contractor's profit and overheads together shall be taken as 15% only. ESI, Bonus, CPoH and EPF etc. as applicable also taken in case of changes in the manpower.

- 2.41 Contractor shall carry out the extra quantity of work under deviation from the estimated quantity at the rate quoted in the BoQ limited to 25% deviation on each item and for the quantity deviated beyond 25% market rates will be applicable. Execution of such deviation in quantity shall require prior written permission from NSEZ/WAPCOS.
- 2.42 Contractor shall submit the detailed work schedule so as to complete the works considering all the field conditions in accordance with the requirement of the engineer-in-charge. Contractor should also strictly adhere to such schedule mutually accepted to complete the total work within the time period mentioned in the contract
- 2.43 If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted, its bids will be ignored and EMD will be forfeited.
- 2.44 WAPCOS Limited has reserve the right to execute more items or quantities or manpower as per the NSEZ or site requirement.

2.45 PREFERENCE TO MAKE IN INDIA

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

Verification of local Content

- The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement of the tender. They shall also give details of the location at which the local value addition is made.
- In cases of procurement for a value in excess of Rs. 10 crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

For & on behalf of Tenderer

Signature of the authorized representative :
Name of the agency :
Name and designation :

Contact Details a) Communication address :

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

Section – VI
Schedule of Quantities

Schedule of Quantities (SoQ)
Abstract of Cost

BILL OF QUANTITIES- DEPLOYMENT OF MANPOWER IN NSEZ,SECTOR-81, NOIDA (PACKAGE-2)					
Sr. No	Designation	Qualification	Total Number	Salary per Month/Person	Amount
1	Senior Executive	Work Experience(more than 5 years .II- internal assessment report of Manpower Screening Committee,and (III)- eductaional qualification (not less than graduate in any field)	14	30,000.00	420,000.00
2	Executive	Graduate in any field & having experience of 0 to 5 years.	18	28,000.00	504,000.00
3	Programmer	MCA/B. tech in computer science having experience of more than 5 years in this field.	1	40,000.00	40,000.00
4	System Administration	MCA/B. tech in computer science having experience of more than 5 years in this field.	1	40,000.00	40,000.00
5	Hardware Network Engineer	Bachelor's degree in the field of computer science/ Diploma in Hardware & Networking & having experience of more than 5 years in this field.	1	40,000.00	40,000.00
6	MTS	Passed matriculation (10th Pass) or equivalent examination from a recognized board.	12	19,136.00	229,632.00
7	Cook	Minimum 08 years' experience in related field.	1	23,322.00	23,322.00
8	Masson	Minimum Three years' experience in related field.	2	23,322.00	46,644.00
9	CarPenter	Minimum five years' experience in related field.	2	23,322.00	46,644.00
10	Painter	Minimum five years' experience in related field.	2	23,322.00	46,644.00
11	Helper	Minimum one years' experience in related field.	2	19,136.00	38,272.00
12	Driver	Minimum 05 years Experience with commercial driving licence.	3	23,322.00	69,966.00
Total Number			52.00		1,545,124.00
Contractor's Profit and Overhead Charges				15% on "A"	231,768.60
EPF Employer Share				13.00%	128,700.00
ESIC Employer Share				3.25%	8,708.00
A. Total cost per month					1,914,300.60
TOTAL COST PER MONTH					1,914,300.60
TOTAL COST PER YEAR					22,971,607.20
Note:					
* Helpers shall be attached as per the direction of NSEZ/WAPCOS Engineer.					
* General Duty Hours shall be from 9:30am to 6:00 pm and may be vary as per the direction of Engineer In-charge/NSEZ Authority.					

* Minimum CLC wages shall be follow on worker
* Manpower can be increased or decreased as per the requirement of NSEZ/WAPCOS Limited. Payment shall be released to only actual present manpower approved by NSEZ/WAPCOS in respective month

- The rate and amount shown in the above calculations of the total cost of the equipment are indicative. The bidder is requested to assess the present market rate of the equipment and shall quote their total amount at Annexure-17 as per the format of GeM portal, considering all the items & Quantities as mentioned above.
- The evaluation shall be done on the basis of total amount quoted by the bidder for all the items & Quantities. In case, the bidder does not quote their total amount for all the items & Quantities, the bid of the bidder shall be summarily rejected.
- The amount quoted by the bidder shall be further converted to percentage (+/-). The same percentage shall be considered for payment of each item to the selected bidder.
- Rates quoted should be exclusive of GST, NSEZ Authority, being a developer is exempted from payment of GST.
- GST shall be on zero rated in terms of Section 16 of IGST Act,2017.
- Rate quoted should be inclusive of all the charges (except GST) associated with the work and no additional cost shall be paid extra whatsoever during the contract period.
- Rate quoted shall be inclusive all the equipments required for the work. The contractor shall quote his rates keeping in mind the specification terms and conditions and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- The financial quote shall be submitted only in the prescribed format.
- WAPCOS has the right to (i) ask replacement of any workers due to their mis behaviours or lack of performing duties and (ii) terminate the contract due to lack of performing duties; with a one month notice in writing in either cases.
- The staff working in the said work shall not be allowed to carry out any part time jobs inside the zone or shall not be deployed for any other works inside the zone other than NSEZ Authority works. If such instance is noticed, shall lead to termination of the contract without any advance notice and lead to further forfeiture of Security Deposit.
- Water shall be provided by NSEZA at WTP or any other existing points.
- The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy, the lowest rate quoted shall prevail.
- Conditional Bid will not be accepted under any circumstances.
- The performa for filling the quote in given Microsoft excel sheet. Bidder shall fill the quote only upto two decimal place in soft format. The bidder will upload same filled quote in soft Microsoft Excel copy during uploading of financial bid.
- The bidder shall quote quote up to two decimal only in Bill of quantity of tender.
- The bidder shall quote keeping in view all associated costs with the project including any out of pockets/mobilization expenses/custom duty (if any), buildings and other services welfare cess, TDS, Taxes, Sales Tax, Excise Duty, DVAT, labour cess etc., if any applicable as per Govt. terms shall be paid by the contractor.
- 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.

- Rate quoted shall be inclusive all the equipment's required for the work.
- Manpower monthly salary should not be deducted in name of registration fees, uniform charges, ID cards or any type of other charges under any circumstances.
- Salary should be credited in the personal account of worker/employees. No common account should be open.
- In technical bid there will be no financial figures will be disclosed otherwise tender will be rejected.

**BILL OF QUANTITIES- DEPLOYMENT OF MANPOWER IN NSEZ,SECTOR-81, NOIDA
(PACKAGE-2)**

ABSTRACT

Sr.No	Description	Total Amount
1	MANPOWER	18541488
	TOTAL	18541488
2	CPOH @15%	2781223.2
3	ESI & EPF	1648896
	TOTAL (Excluding GST)	22971607

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

BILL OF QUANTITIES- DEPLOYMENT OF MANPOWER IN NSEZ,SECTOR-81, NOIDA (PACKAGE-2)					
Sr. No	Designation	Qualification	Total Number	Salary per Month/Person	Amount
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Total Number			52.00		1,545,124.00
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ESIC Employer Share				3.25%	8,708.00
A. Total cost per month					1,914,300.60
TOTAL COST PER MONTH					1,914,300.60
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Note:					
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* Minimum CLC wages shall be follow on worker					
* Manpower can be increased or decreased as per the requirement of NSEZ/WAPCOS Limited. Payment shall be released to only actual present manpower approved by NSEZ/WAPCOS in respective month					

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

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