



TENDER DOCUMENT

FOR

CONSTRUCTION OF INDOOR SPORTS STADIUM AT CHAMBA, HIMACHAL PRADESH

TENDER NO: WAP/PO/PKL/YSS/01; DATED 01.04.2025

Project Director,

WAPCOS Limited (A Govt. of India Undertaking)

SCO-259, 1st & 2nd Floor, Sector-14, Panchkula – 134109,

HARYANA

Email: wapcospanchkula@yahoo.in

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

NIT No. WAP/PO/PKL/YSS/01;

Dated: 01.04.2025

WAPCOS Limited (A Govt. of India Undertaking) invites “**Online Electronic Tenders**” on **EPC (Engineering Procurement and Construction) Basis**” from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document.

1.	Name of Work / Project	:	CONSTRUCTION OF INDOOR STADIUM AT CHAMBA, HIMACHAL PRADESH
2.	Site / Location	:	Police Ground, Chamba, Himachal Pradesh
3.	Website for viewing tender	:	www.wapcos.co.in and https://etenders.gov.in/eprocure/app
4.	Website for Registration/ uploading of Tender and also viewing of Corrigendum/ Addendum, if any.	:	www.etenders.gov.in/eprocure
5.	Estimated Cost of Work	:	Rs. 8.00 Crore Inclusive of all taxes excluding GST
6.	Joint Venture	:	Joint Ventures / Consortia of firms shall not be allowed
7.	Cost of Tender Document	:	Rs. 20,000/- in form of DD in favor of “WAPCOS Limited” payable at Panchkula issued by a Scheduled/Nationalized bank or RTGS/ NEFT in the bank account as per the details: Name of Bank: Punjab National Bank Bank Account Number: 3949005500000278 IFSC Code: PUNB0394900 Branch Address: Sector 4, Panchkula (Haryana)

8.	Amount of Earnest Money Deposit	: Rs.16,00,000/- (in form of Demand Draft/Bank Guarantee/FDR in favour of WAPCOS LIMITED payable at Panchkula)
9.	Solvency Certificate	: 40% of Estimated Cost of Work above (in original) from a Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India (RBI). The Certificate shall have been issued after the publishing of NIT and as per given format only. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate. Note: These Certificates will be verified from the issuing authority by WAPCOS.
10.	Project Completion Period	: 18 Months from the Date of Award which must be strictly adhered by the contractor
11.	Validity of Bid/Tender	180 Days from the date of opening of tender.
12.	Site Visit	Intending bidder have to visit site to inspect and examine the site at his own cost and its surrounding and satisfy themselves before submitting their bids as to nature of the ground and sub-soil (so far is practicable), the form and nature of the site Bidder representative shall investigate during site visit as location, depth of foundation, plinth level as per nearby road level.
13.	Defect Liability Period	<i>One (1) years from the date of successful completion of each component of the project and handing over to WAPCOS/Youth Service and Sports (YSS), Himachal Pradesh with all satisfaction & acceptance along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of</i>

			<i>equipment, lock and key of each room and NoCs form various Departments</i>
14.	Pre Bid Meeting		10.04.2025 at 11:00 hours to be held in the office of Project Director, WAPCOS Limited, SCO-259, 2nd floor, Sector-14, Panchkula, Haryana
15.	Offline Submission of Technical document, Tender Fees, EMD etc. as detail in Tender for bidders.		On 10.04.2025 at 11:00 hours in the office of Project Director, WAPCOS Limited (A Govt. of India Undertaking) SCO-259, 1st & 2nd floor, Sector-14, Panchkula -134109, Haryana Email:wapcospanchkula@yahoo.com
16.	Last date & time for online submission of Technical & Financial Bid	:	21.04.2025 up to 15:00 hours
17.	Online opening of Technical Bid	:	22.04.2025 at 11:00 hours
18.	Online opening of Financial Bid	:	Intimated to Technical Qualified Bidders.
19.	Tender Inviting Authority and WAPCOS Communication address during Tendering and execution of works	:	Project Director, WAPCOS Limited SCO-259, 1st & 2nd floor, Sector-14, Panchkula -134109, Haryana Email: wapcospanchkula@yahoo.com
20.	The Bid Security/ EMD / Solvency Certificate / BG against Performance Security shall be addressed to WAPCOS Office		WAPCOS Limited SCO-259, 1st & 2nd floor, Sector-14, Panchkula -134109, Haryana Email: wapcospanchkula@yahoo.com
If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.			

The 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 /2013, Proprietorship Firm/ Partnership Firm.
- 1.2 Principal Employer/ Owner/Client means of Youth Service and Sports Department, Himachal Pradesh herein referred as "YSS".
- 1.3 Employer" shall mean "WAPCOS Limited", A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work / Project and WAPCOS is working as Central Agency under "Assistance to Central Agencies for Tourism Development Scheme under Department of Youth Service and Sports, Himachal Pradesh".
- 1.4 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.
- 1.5 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.
- 1.6 No reimbursement of cost of any type or on any account will be paid to

persons or entities submitting their Bid.

- 1.7 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.
- 1.8 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.
- 1.9 At the first instance the Technical Bids will be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by WAPCOS. At the second stage, the financial bids of only those bidders, who qualify in the Technical Bid will be opened by the Committee members. The bid opening committee after evaluation of the Financial bids, will give its specific recommendations regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the members of the bid opening committee.

For and on behalf of WAPCOS LIMITED

**Project Director,
WAPCOS Limited, Panchkula
(A Govt. of India Undertaking)**

SECTION- I

INSTRUCTIONS TO BIDDER

SECTION– I INSTRUCTIONS TO BIDDER

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

1.2 REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

1.3 SEARCHING FOR TENDER DOCUMENTS

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

1.4 PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document

carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

1.5 SUBMISSION OF BIDS

- 1) ***Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal.***
- 2) 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.

- 3) 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.
- 4) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5) Bidder has to select the payment option as “offline” to pay the tender fee/EMD/Bid Security Declaration as applicable and enter details of the instrument.
- 6) Bidder should prepare the EMD/Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) 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.

- 9) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the Uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 12) 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.

1.6 ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, and 0120-6277 787

International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact Dr. S.K Tyagi, Project Director, WAPCOS Limited, SCO-259, 2nd floor, Sector-14, Panchkula: Phone Number: 0172-4689215,; Email: wapcospanchkula@yahoo.in in during office hours.

2.0 INSTRUCTIONS TO BIDDER

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

- a) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- b) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or Attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. "Coercive Practice" means impairing or harming, or threatening to

impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

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

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

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

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

- c) The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical

Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.

- d) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD/Bid Security Declaration and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- e) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- f) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be Liable to be banned from doing any business with WAPCOS Limited.
- g) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 TENDER FEES AND EARNEST MONEY DEPOSIT (EMD)

The Tender Fee and EMD shall be submitted as per the details mentioned in the NIT. **The bids without Tender Processing Fee and/or Earnest Money Deposit shall be summarily rejected and shall not be evaluated further. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, EMD shall be forfeited & Bidder will be debarred from participating in the future bidding process for two years.**

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.

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.

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

4.0 COST OF BIDDING

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

5.0 LANGUAGE OF BID

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

6.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees. Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for

submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited.

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

7. PERIOD OF COMPLETION

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

8. AMENDMENT OF BID DOCUMENTS

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

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

For & on behalf of Tenderer

Project Director,
WAPCOS Limited, Panchkula

SECTION- II

SELECTION AND QUALIFYING CRITERIA

SECTION-II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

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

Site visit is to understand the actual scope of work/ site condition. The submission of tender will be treated like that bidder has done the site visit. Accordingly it is directed to bidders to visit the site at his own and investigate the site as required before submit the bid at his own cost. Submission of 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 PRE-BID MEETING

The pre-bid meeting will be held as mentioned in the NIT in the office of:

Project Director

WAPCOS Limited

(A Govt. of India Undertaking)

SCO-259, 2nd floor, Sector-14, Panchkula

Haryana (134109)

3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit 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). Any Bid not in order with page no shall be rejected.**

Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney <i>Note: Power of Attorney duly notarized and on a stamp paper of appropriate value, issued and signed by the member, authorizing the person for signing the tender 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</i>			

	<i>to the Bid submission only.</i>			
b)	Scanned copy of EMD as mentioned in NIT			
	Scanned copy of Demand Draft for Tender Fees of the amount as mentioned in NIT			
c)	Letter of Transmittal For Technical Bid along with Declaration by the Bidder on bidder's original letter Head as per given format			

Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
d)	Yearly sales Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-24			
	<ul style="list-style-type: none"> The contractor should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-23 duly audited and <u>Attested by the Independent Chartered Accountant. (Form-A)</u> 			
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover on Construction works should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2023-24. This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate. 			
	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement for last 5 years of Bidder should be verified by Chartered Accountant and mentioned UDIN Number on that certificate Net worth of the company/firm as on 31st March of previous Financial Year should be positive 			
	Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number)			

e)	<ul style="list-style-type: none"> The contractor should also have satisfactorily completed the similar types of works as mentioned below during last five years ending previous day of last date of submission of tender. 			
	<p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p> <p>Note:</p> <p>“Similar work” means project consisting of multi storied composite building, institutional building/complexes, office buildings with minimum Ground+ 2 floors” with provision of Fire-Fighting, PHE, Electrical, HVAC works and site development works. The bidder’s shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion and actual date(s) of</p>			

Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
	<p>completion along- with LOI/(s)/W.O(s) from respective Owner(s)/Clients(s).</p> <p>Experience certificate from the concerned officer not below the rank of Executive Engineer or Equivalent need to be furnished by the bidder.</p> <ul style="list-style-type: none"> • 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. • Experience certificate issued by the same management/ sister concern/ joint venture etc. are not acceptable. 			
f)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency from Banker for a sum of at least 40% of the estimated cost of work Certificate in Original.</p> <p><u>IMPORTANT NOTE:</u> The Solvency Certificate shall be issued by the Nationalized/ Scheduled Commercial bank & must have been issued after the date of publication of NIT & be addressed to the tendering authority quoting the</p>			

	name of the work (Form-A-1)			
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-B)			
h)	Copy of PAN Number, GST registration, EPF & ESIC registration, labour registration or undertaking (copy of registration).			
i)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST, 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.			
j)	<p>The bidder should be an Indian Registered Company under Companies Act 1956/Proprietorship Firm/ Partnership Firm. Joint Ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.</p>			

k)	<p>Bidder should not be blacklisted/ debarred by any Government/ semi Government Department/ PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.</p> <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>(Form-C).</p>			
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Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
l)	Letter of understanding the project site on bidder letter Head (Form-D) .			
m)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-E) .			
n)	Consent Letter to execute the Integrity Pact along with Rs. 100 stamp paper (Integrity agreement) (Form-F) .			
o)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-G) .			
p)	Bidder has to submit detailed Bar chart showing the timelines to complete the project in stipulated time period			
q)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited. (Do Not Submit with the document of Offline Submission)			
r)	Information of the key technical representative who is going to associate with the project as per given format and Undertaking for Manpower Deployment			
s)	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.			
t)	All other forms given in the Form Section of NIT			
	<p><i>If the bidder fail to submit any of the above document than it is liable to be rejected at the discretion of WAPCOS Limited.</i></p> <p><i>*The agency/contractor shall comply to the requirements, stipulations in the codes, standards and regulation Central Electricity authority/ Himachal Pradesh Norms. (Measurements relating to Safety and Electric Supply) Regulations 2010 with all its amendments up to date.</i></p> <ul style="list-style-type: none"> <i>• If the bidder fail to submit any of the above document than it is liable to be rejected at the discretion of WAPCOS Limited.</i> <i>• 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.</i> <i>• 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.</i> 			

4.0 OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline also.

- 1. All the documents in ORIGINAL, mentioned in “Section-II: Selection and Qualifying Criteria” in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (p) along with checklist & page numbering (MANDATORY) in separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.**
- 2. Originals EMD and Tender submission fee in the form of Demand Draft in separate sealed envelope clearly labeled as “EMD AND TENDER FEE” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.**

Or

Bidder may deposit through RTGS/ NEFT in the bank account as per the details:

Name of Bank: Punjab National Bank

Bank Account Number: 3949005500000278

IFS Code: PUNB0394900

Branch Address: Sector-4, Panchkula (Haryana)

NOTE: All above two envelopes shall be submitted in one single envelope clearly labeled as “Documents for Offline Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

IMPORTANT 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.

Project Director,

WAPCOS Limited (A Govt. of India Undertaking)

SCO-259, 1st & 2nd Floor, Sector-14, Panchkula – 134109, HARYANA

Email: wapcospanchkula@yahoo.in

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.***
- 9. The bidder with lowest financial bid among those who passed the technical evaluation shall be liable for award of work.***
- 10. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.***
- 11. After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.***

5.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document.

The quoted cost filled in Summary of Cost, by bidders, should include all associated costs with the project including any out of pocket / mobilization

expenses/ Custom duty (if any) , Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor. The Goods and Services Tax (GST) shall be paid extra over quoted cost.

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

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

The payment will be made in percentage as per the schedule of stage wise payment

The Bill of quantity of tender is attached in Microsoft Excel format, bidder shall fill the rates only in soft format. The bidder will upload same filled soft Microsoft Excel copy during uploading of financial bid.

6.0 OPENING OF FINANCIAL BID

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

7. SIGNING OF THE CONTRACT

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

shall attend the office for signing of the Contract Agreement.

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

For & on behalf of Tenderer

SECTION – III

GENERAL CONDITIONS OF CONTRACT

SECTION – III
GENERAL CONDITIONS TO CONTRACT

1.0 GENERAL RULES AND DIRECTIONS

General Rules & Directions	1.	<p>The work proposed for execution by contract will be notified in a form of invitation to tender by publication in Newspapers and / or posted on website as the case may be.</p> <p>This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.</p> <p>Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.</p>
	2.	<p>In the event of the tender being submitted by a Partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.</p>

	3.	Receipts for payment made on account of work, when executed by a Partnership firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm
Applicable for Item Rate EPC Tender	4	<p>NOT APPLICABLE</p> <p>The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.</p> <p>In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised online offer (through limited tender process) quoting rate/ cost of work of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.</p>

	<p>If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots and the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited or action as per provisions of the Bid Security Declaration.</p> <p>In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD or action as per provisions of the Bid Security Declaration of each lowest contractors.</p> <p>Contractor, whose earnest money is forfeited because of non- submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.</p>
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Applicable for Percentage Rate EPC Tender Only	4A	<p>In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-</p> <ol style="list-style-type: none"> 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. 3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. <p>Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.</p>
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	4B	<p>In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit revised online offer (through limited tender process) in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited or action as per provisions of the Bid Security Declaration shall be taken.</p> <p>If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence WAPCOS & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD or action as per provisions of the Bid Security Declaration of each contractor, whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re- tendering process of the work.</p>
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	5.	The designated committee will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money/Bid Security Declaration shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest, if applicable.
	6.	WAPCOS shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
	7.	The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
Applicable for Item Rate EPC Tender only	8.	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.

	<p>Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.</p> <p>However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited or action as per provisions of the Bid Security Declaration of each contractor.</p> <p>In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.</p>
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Applicable for percentage Rate EPC Tender only	9.	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
Applicable for percentage Rate EPC Tender only	10.	In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. ' Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' Should be written at the end.
	11.	i. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Special Conditions of Contract. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or

		<p>Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.</p> <p>ii. The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the 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. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.</p>
	12.	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
	13.	GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and WAPCOS will not entertain any claim whatsoever in respect of the same.
	14.	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-

		Charge shall be communicated in writing to the Engineer-in-Charge.										
	15.	The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.										
	16.	The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.										
	17.	The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.										
	18.	<div>The contractor shall submit list of works which are in hand (progress) in the following form :-<table><tr><td>Name of Work</td><td>Name and particulars where work is being executed</td><td>Value of Work</td><td>Position of works in progress</td><td>Remarks</td></tr><tr><td>(1)</td><td>(2)</td><td>(3)</td><td>(4)</td><td>(5)</td></tr></table></div>	Name of Work	Name and particulars where work is being executed	Value of Work	Position of works in progress	Remarks	(1)	(2)	(3)	(4)	(5)
Name of Work	Name and particulars where work is being executed	Value of Work	Position of works in progress	Remarks								
(1)	(2)	(3)	(4)	(5)								
	19.	The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and WAPCOS may										

		in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
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2.0 CONDITIONS OF CONTRACT

Definitions	1.	The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the WAPCOS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-</p> <p>“Employer” shall mean “WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work / Project as mentioned in NIT.</p> <p>i. having their Registered office at 5th floor, Kailash building, 26- Kasturba Gandhi Marg, New Delhi-110001, India & include their successors & permitted assigns as well as their authorized officer / representatives</p> <p>ii. The “WAPCOS Limited” shall mean WAPCOS Limited.</p> <p>iii. The expression works or Project shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.</p> <p>iv. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which 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.</p>

		<p>v. The Bidder /Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons 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 Execution the project after award of the works as Contractor.</p> <p>vi. The Engineer-in-Charge means the Engineer Officer appointed by WAPCOS or his duly authorized representative who shall direct, supervise and be in-charge of the work for the purpose of this Contract</p> <p>vii. Accepting Authority shall mean the authority mentioned in Special Conditions of Contract.</p> <p>viii. Tenderer / Bidder shall mean the firm/party who intends to participate in this Notice Inviting Tender</p> <p>ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.</p> <p>Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the</p>
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		<p>percentage mentioned in Special Conditions of Contract to cover, all overheads and profits, Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.</p> <p>x. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Special Conditions of Contract hereunder, with the amendments thereto issued upto the date of receipt of the tender.</p> <p>xi. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xii. The Contractor/Successful Bidder shall mean the firm or company whose bid has been accepted by WAPCOS.</p> <p>xiii. Consultant shall mean any consultant nominated by the WAPCOS</p> <p>xiv. Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>xv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in Special Conditions of Contract or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p> <p>GST shall mean Goods and Service Tax - Central, State and Inter State.</p>
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Scope and Performance	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities/ Building Components shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the cost quoted in the Schedule of Quantities/ Building Components, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for

		the proper completion and maintenance of the works.
Discrepancies and Adjustment of Errors	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	<p>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:-</p> <ul style="list-style-type: none"> i. Description of Schedule of Quantities/ Building Components/Drawings. ii. Particular Specification and Special Condition, if any. iii. Standard Specifications iv. Drawings. v. Indian Standard Specifications of B.I.S.
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract	9.	<p>The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-</p> <ul style="list-style-type: none"> i. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. ii. Special Conditions of Contract consisting of: <ul style="list-style-type: none"> a) Various standard clauses with corrections up to the date stipulated in Special Conditions of Contract along with annexures thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed WAPCOS or its contractors. d) Contractor's Labour Regulations. e) List of Acts and omissions for which fines can be imposed. f) No payment for the work done will be made unless contract is signed by the contractor. g) General Conditions of Contract
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3.0 CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- i. The contractor shall submit an irrevocable **Performance Guarantee 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 specified in Special Conditions of Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Special Conditions of Contract on written request of the contractor stating the reason

for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Insurance Surety Bonds or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.

- ii. **The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that.** In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- iii. The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

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

- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.
- v. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer in- charge with the approval of competent authority, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 50% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

- vi. The Performance Guarantee shall be refunded to the Contractor soon after the completion of works and issuance of the completion certificate.

CLAUSE 1A: RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit WAPCOS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of

2.5% of the tendered value of the work. Such deductions will be made and held by WAPCOS by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in **Clause 17** which shall be extended from time to time depending upon extension of contract granted under provisions of **Clause 2** and **Clause 5**.

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

CLAUSE 2: COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of **Clause 5** or to complete the work and clear the site on or before the contract or justified extended date of completion as per **Clause 5** (excluding any extension under **Clause 5.5**) as

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

- i. Compensation for delay of work with maximum rate @ 0.5% per week of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

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

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

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

under **Clause 3** for delay in performance and claim of compensation under that clause.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the WAPCOS. In case, the contractor does not achieve a particular milestone mentioned in Special Conditions of Contract, or the re-scheduled milestone(s) in terms of **Clause 5.4**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

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

CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect

of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in- Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer- in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in WAPCOS service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this

or any other contract for WAPCOS.

- vi. If the contractor shall enter into a contract with WAPCOS in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the contractor had secured the contract with WAPCOS as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the WAPCOS shall

have powers:

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

CLAUSE 3A: NOT APPLICABLE

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the WAPCOS stating the failure on the part of WAPCOS. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

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

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

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

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

CLAUSE 5: TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Special Conditions of Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Special Conditions of Contract or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing

the execution of the work as aforesaid, WAPCOS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

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

- (a) Schedule of handing over of site as specified in the Special Conditions of Contract
- (b) Schedule of issue of designs as specified in the Special Conditions of Contract

- (i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer in- Charge and the Contractor within the limitations of time imposed in the Contract documents.
- (ii) In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in- Charge for the work done during previous

month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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

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

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Special Conditions of Contract but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

- 5.3** In case the work is hindered by the WAPCOS or for any reason / event, for which the WAPCOS is responsible, the authority as indicated in Special Condition of Contract shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause **5.2** to the extent the delay is covered under sub **clause 5.2** the contractor shall be entitled to only

extension of time and no damages.

- 5.4** Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (fourteen days) of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time respectively to the authority as indicated in Special Conditions of Contract. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme, which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Special Conditions of Contract shall be made on per day basis in case of delay in submission of the revised programme.
- 5.4** In any such case the authority as indicated in Special Conditions of Contract may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Special Conditions of Contract in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Special Conditions of Contract and this shall be binding on the contractor.
- 5.5** In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in **Clause 5.2** or **Clause 5.3** or **Clause 5.4** and beyond the justified extended date; without prejudice to right to take action under **Clause 3**, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The

contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6: MEASUREMENTS OF WORK DONE

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

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

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

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

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

Office for payment. The contractor shall submit two spare copies of such MB's for the purpose of reference and record by the various officers of the WAPCOS.

The contractor shall also submit to the WAPCOS separately his Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office-in-charge and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

The contractor shall give, not less than 7 (seven) days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of 7 (seven) days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the WAPCOS to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 6A : COMPUTERIZED MEASUREMENT BOOK

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

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

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

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

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

The contractor shall also submit to the WAPCOS separately his computerized Abstract of Cost and

the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Engineer-In-Charge

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

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

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the WAPCOS to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement

book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE --- NOT APPLICABLE

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the WAPCOS in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Special Conditions of Contract, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the material issued by the WAPCOS, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the WAPCOS to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Engineer-In- Charge to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

In case of composite tenders, running payment for the major component shall be made by Engineer- In-Charge of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be

recovered by Engineer-in-charge of major or minor component from the next R/A/
final bill due to main contractor as the case may be.

CLAUSE 7A:

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

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

CLAUSE 8A : CONTRACTOR TO KEEP SITE CLEAN

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of

these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either WAPCOS or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

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

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Special Condition of Contract whichever is more as may be fixed by the authority as mentioned in Special Condition of Contract and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 9: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the WAPCOS and dismantled materials.

- a) Tendered value of work is up to Rs. 1.0 Crore 4 months
- b) If the Tendered value of work is more than Rs. 1.0 Crore and up to 8 months Rs. 10.0 Crore
- c) If the Tendered value of work exceeds Rs. 10.0 Crore : 12 months

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

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

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

CLAUSE 10 : MATERIALS SUPPLIED BY WAPCOS NOT APPLICABLE

Materials which WAPCOS will supply are shown in Special Conditions of Contract (SCC) which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his

requirement. Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the WAPCOS shall remain the absolute property of WAPCOS and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge

shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to WAPCOS for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the WAPCOS within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A: MATERIALS TO BE PROVIDED BY CONTRACTOR

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the WAPCOS

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these

approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to

such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Special Conditions of Contract.

Minimum 01 year warranty for Mechanical & Electrical Equipment and other bought out items, at the discretion of WAPCOS Limited, if supplied directly by the contractor. The standard warranty period offered by the Manufacturer shall be retained, in case the original warranty period is more than one year.

CLAUSE 10B:

(i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS

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

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

(ii) MOBILISATION ADVANCE

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer- in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

(iii) INTEREST & RECOVERY

The mobilization advance in (ii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% (eighty percent) of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the

Engineer-in-Charge.

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in- Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in- Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), WAPCOS shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

and wages.

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

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

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

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

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices Economic Advisor to Government of India, Ministry of Commerce and Industry. For other items provided in the Special Conditions of Contract, this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued by the state / Central Govt. from time to time. In case, price index of a particular material is not issued by Ministry of

Commerce and Industry, then the price index of nearest similar material as indicated in Special Conditions of Contract shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given Clause 10CA of General Conditions of Contract.

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

If the prices of materials (not being materials supplied or services rendered at fixed prices by the WAPCOS in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Special Conditions of Contract. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the provisions mentioned in the Clause 10CC of General Conditions of Contract.

CLAUSE 10D : DISMANTLED MATERIAL WAPCOS PROPERTY

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

CLAUSE 11 : WORKS TO BE EXECUTED IN ACCORDANCE WITH

SPECIFICATIONS, DRAWINGS, ORDERS etc.

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

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

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

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

CLAUSE 12: DEVIATIONS / VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the

Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

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

12.2 Payment of deviations/variations beyond 0.25% of the accepted tendered amount.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero point two five percent) of the accepted tendered amount shall be deducted from overall variations/ deviations for making payment.

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to Engineer-in-charge within 15 days duly supported with :-

- a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.
- b) The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the Engineer-in charge shall examine the proposal regarding its admissibility and finalize

the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

12.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria:-

- **Pricing of deviations**

- a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in Special Conditions of Contract with the same terms & conditions of the contract. Beyond deviation limit as specified in the Special Conditions of Contract, rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (ii) below
- b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

- **Pricing of variations**

If there are changes in the quantity/specifications/ alterations/ substitutions/additions, etc. in the items, other than mentioned in para- (i) above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provided items. The difference of rates so determined shall be payable to/recoverable from the contractor. The rates for both the components i.e. materials & labour shall be based on prevailing market rates. The rate finalized by the Engineer-in-Charge shall be final and binding.

12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Engineer-in-Charge shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non- submission or further incomplete submission by the contractor within the stated period, the Engineer-in-Charge shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the Engineer-in-

Charge shall be final and binding on the contractor.

12.4 Restrictions on Deviations/Variations

- i) Work(s) due to deviations/variations shall be executed only after getting the instructions of Engineer-in-charge, save except to meet any work of emergent nature.
- iii) Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/variations, and shall not result in any adjustment of the contract price or the project completion schedule.

12.5(a) Deviations, Extra Items and Pricing

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within 15 (fifteen) days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer- in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.5(b) Deviations, Substituted Items and Pricing.

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

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

be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) WAPCOS shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by WAPCOS, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by WAPCOS are rendered surplus, the same except normal wastage shall be returned by the contractor to WAPCOS at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such

materials from site to WAPCOS stores, if so required by WAPCOS, shall be paid.

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

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

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

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

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

If contractor:

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

Charge; or

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by WAPCOS because of action under this clause shall not exceed 10% of the tendered value of the work.

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

Any excess expenditure incurred or to be incurred by WAPCOS in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by WAPCOS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WAPCOS in law or

per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15: SUSPENSION OF WORK

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

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) For safety of the works or part thereof.

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of

items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(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 WAPCOS or where it affects whole of the works, as an abandonment of the works by WAPCOS, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim

supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the WAPCOS for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

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

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

The defects liability period will be one year from the date of completion of development and construction works. During this period the Contractor will get the defects rectified without any cost to WAPCOS. For the item of water proofing roof treatment the Contractor will give guarantee bond for ten years. Similarly for other items, like electrical/mechanical equipment which have guarantee/warranty period beyond one year, wherever applicable as per manufacturer recommendations, will also be given guarantee bond by the Contractor to WAPCOS.

17.1 During Progress of Work

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

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

17.2 During Defect Liability Period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 1 year after the date of actual completion of work as recorded by the Engineer-in-Charge. The liability of contractor for defects and deficiencies may arise due to:

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

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice.

However, contractor need not wait for instructions/notice from Engineer-in-Charge for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to Engineer-in-Charge, to avoid any untoward incident.

17.3 Structural Soundness

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

17.3.1 Structure design in the scope of contract

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

17.3.2 Structure design not in the scope of contract

The contractor shall not be liable for design deficiency.

17.3.3 Liability for execution

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

17.4 Methodology for rectification of defects

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

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

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the Engineer-in-Charge, the Engineer-in-Charge shall be entitled to

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

CLAUSE 18 : CONTRACTOR SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (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 Special Conditions of 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 portions thereof.

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, WAPCOS is obliged to pay compensation to a workman employed by the contractor, in execution of the works, WAPCOS will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the WAPCOS under sub-section (2) of Section 12, of the said Act,

WAPCOS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WAPCOS to the contractor whether under this contract or otherwise. WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to WAPCOS full security for all costs for which WAPCOS might become liable in consequence of contesting such claim.

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

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

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY CONTRACTOR

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

(Prohibition and Regulation) Act, 1986.

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

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

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

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

CLAUSE 19A

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

CLAUSE 19B : PAYMENT OF WAGES

- i. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by WAPCOS from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions

of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- iv. (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi. The contractor shall indemnify and keep indemnified WAPCOS against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

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

CLAUSE 19 D

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

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

Failing which the contractor shall be liable to pay to WAPCOS, a sum not exceeding Rs.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 19 E

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

WAPCOS and its contractors.

CLAUSE 19 F

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

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 19 G

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

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves

for security purposes.

- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed
- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 H

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. AE/JE 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 19 I

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the WAPCOS whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, WAPCOS, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 J: Employment of Skilled / Semi Skilled Workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in

charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

Clause 19K: Contribution of EPF and ESI- NOT APPLICABLE

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

CLAUSE 20: MINIMUM WAGES ACT TO BE COMPLIED WITH

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

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

The contract shall not be assigned or sublet without the written approval of the Engineer-in Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of WAPCOS in any way

relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the WAPCOS shall have power to adopt the course specified in Clause 3 hereof in the interest of WAPCOS and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 21-A

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

CLAUSE 22: QUALITY ASSURANCE AND SUPERVISION FOR EXECUTION PART of WORK

22.1 Quality of Materials and Workmanship

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

22.2 Quality Assurance System

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

- i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any,

required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

- a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation
- b) Internal quality audit system.
- c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
- d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
- e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

- f) Check-list for various items and materials.
- g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

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

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for

conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

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

iv) Maintenance of Register of Test –

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

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

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

- (vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and

qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.

- (vii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.
- (viii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer-in-Charge.

22.3 Samples

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

22.4 Test

(i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:

- a) Contract provisions.
- b) CPWD specifications.
- c) BIS codes.
- d) IRC codes.
- e) MoRTH Specifications.
- f) International Codes.
- g) Manufacturer's specifications.

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

(ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.

(iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

22.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by Engineer-in Charge. The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc. The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the Engineer-in Charge for review, the method statements proposed to be adopted for executing the various items of work. The Engineer-in-Charge shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

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

The Engineer-in-Charge, his authorized subordinates, senior officers of WAPCOS, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be

inspected at any time/stage by external inspection teams like CTE or TE, Third Party Quality assurance agency, CPWD team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

22.7 Inspection of records

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

22.8 Inspection of Works

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

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

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or

incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

22.10 Rejection

(i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.

(ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the WAPCOS to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineerin-Charge from any amount due to be paid to the Contractor.

(iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.

(iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

22.11 Remedial Work

(i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:

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

22.12 Quality Control Records

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

22.13 Video recording

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

22.14 Suspension of unsafe Construction Works

- (i) Upon recommendation of the Engineer-in-Charge to this effect, or on his own volition in cases of emergency or urgency, the Engineer-in-Charge may by notice

require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of Engineer-in-Charge, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Engineer-in-Charge may suomoto issue the notice referred to hereinabove.

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

22.15 Online maintenance of Site records including testing records.

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

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

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

CLAUSE 24 : LIFE CYCLE COST

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

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.

CLAUSE 25 : SETTLEMENT OF DISPUTES & ARBITRATION

Amicable Resolution and Mediation

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

Clause 25.1 :

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

In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with Clause 25.1 [Amicable Resolution and Mediation] either Party may refer the Dispute to arbitration in accordance with Clause 25.2 [Arbitration Procedure].

Clause 25.2 : Arbitration Procedure

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

Place of Arbitration

The place of arbitration shall be New Delhi.

English Language

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

Enforcement of Award

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

Performance during Arbitration

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

Except where otherwise provided in the contract, all questions and disputes relating to

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

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on my settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

- e. It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to arbitration for adjudication, then subject to corresponding clause in the contract/agreement/work order/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 purpose between the parties to be made, in Delhi. The arbitration procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

CLAUSE 26: CONTRACTOR INDEMNIFY WAPCOS AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the WAPCOS against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against WAPCOS in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the

contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the WAPCOS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27: LUMP SUM PROVISIONS IN TENDER NOT APPLICABLE

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

CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

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

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

- a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold the security deposit, if any, furnished as the case may

be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the WAPCOS or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or WAPCOS till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- b) WAPCOS shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for WAPCOS to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than

what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by WAPCOS to the contractor, without any interest thereon whatsoever.

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

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

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

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

-----NOT APPLICABLE

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

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

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

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

~~Explanation:-~~ ~~Controlled Area means the following areas:~~

~~Districts of Dhanbad, Hazaribagh, Jamtara – a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.~~

~~Any other area which may be declared a Controlled Area by or with the approval of the Central Government.~~

CLAUSE 30 : WATER FOR WORKS

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 30A: WATER SUPPLY, IF AVAILABLE – NOT APPLICABLE

~~Water if available may be supplied to the contractor by the WAPCOS subject to the following conditions:-~~

- ~~(i) The water charges @ 1 % shall be recovered on gross amount of the work done.~~

- ~~(ii) — The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.~~
- ~~(iii) — The WAPCOS do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.~~

CLAUSE 30B : ALTERNATE WATER ARRANGEMENTS NOT APPLICABLE

- ~~(i) — Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.~~
- ~~(ii) — The contractor shall be allowed to construct temporary wells in the proposed land for Construction for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.~~

CLAUSE 31: HIRE OF PLANT & MACHINERY

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

CLAUSE 32: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical

representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer- in-Charge.

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

The contractor shall provide and employ skilled, semiskilled and unskilled labour as

is necessary for proper and timely execution of the work.

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

CLAUSE 33: LEVY/TAXES PAYABLE BY CONTRACTOR

- i. GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India 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 Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

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

AFTER RECEIPT OF TENDERS

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

to delay in execution of work within the control of the contractor.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

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

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

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

CLAUSE 36: IF RELATIVE WORKING IN WAPCOS THEN THE CONTRACTOR NOT ALLOWED TO TENDER

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

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

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

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

CLAUSE 38: THEORETICAL CONSUMPTION OF MATERIAL NOT APPLICABLE

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

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

on the basis of standard formula to be laid down by the Engineer-in-Charge.

- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Special Conditions of Contract. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge.

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

CLAUSE 39: COMPENSATION DURING WARLIKE SITUATION NOT APPLICABLE

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the

contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-In-Charge up to Rs. 5,000/- and by the WAPCOS for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-In-Charge.

CLAUSE 40: APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

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

CLAUSE 41: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

Release of Security Deposit of the work shall not be refunded 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.

CLAUSE42: INSURANCE

1. Requirements

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

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

2. Policy in Joint Names of Contractor and Employer

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

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

3. Currency of Policy

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

CLAUSE 43: CONDITIONS SPECIFIC TO GREEN BUILDINGS PRACTICES CLAUSE

The contractor shall strictly adhere to the following conditions as part of his contractual obligations:

1. SITE

- 1.1** The contractor shall ensure that adequate measures are taken for the prevention of erosion of the top soil during the construction phase. The contractor shall implement the Erosion and Sedimentation Control Plan (ESCP) provided to him by the Engineer-in-charge as part of the larger Construction Management Plan (CMP). The contractor shall obtain the Erosion and Sedimentation Control Plan (ESCP) Guidelines from the Engineer-in-charge and then prepare "working plan" for the following month's activities as a CAD drawing showing the construction management, staging & ESCP. At no time soil should be allowed to erode away from the site and sediments should be trapped where necessary.
- 1.2** The contractor shall ensure that all the top soil excavated during construction works is neatly stacked and is not mixed with other excavated earth. The contractors shall take the clearance of the architects / Engineer-in-charge before any excavation. Top soil should be stripped to a depth of 20 cm (centimetres) from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm

in designated areas, covered or stabilized with temporary seeding for erosion prevention and shall be reapplied to site during plantation of the proposed vegetation. Top soil shall be separated from subsoil, debris and stones larger than 50 mm (millimetre) diameter. The stored top soil may be used as finished grade for planting areas.

- 1.3** The contractor shall carry out the recommendations of the soil test report for improving the soil under the guidance of the Engineer-in-charge who would also advise on the timing of application of fertilizers and warn about excessive nutrient levels.
- 1.4** The contractor shall carry out post-construction placement of topsoil or other suitable plant material over disturbed lands to provide suitable soil medium for vegetative growth. Prior to spreading the topsoil, the sub-grade shall be loosened to a depth of 50mm to permit bonding. Topsoil shall be spread uniformly at a minimum compacted depth of 50mm on grade 1:3 or steeper slopes, a minimum depth of 100mm on shallower slopes. A depth of 300mm is preferred on relatively flatter land.
- 1.5** The Contractor should follow the construction plan as proposed by the Engineer-in-charge to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.
- 1.6** No excavated earth shall be removed from the campus unless suggested otherwise by Engineer-in-charge. All subsoil shall be reused in backfilling/landscape, etc as per the instructions of the Engineer-in-charge
- 1.7** The contractor shall not change the natural gradient of the ground unless specifically instructed by the architects / landscape consultant. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, rocky outcrops, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the Engineer-in-charge.
- 1.8** The contractor shall not carry out any work which results in the blockage of natural drainage.

- 1.9** The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the Engineer-in-charge
- 1.10** Contractor shall reduce pollution and land development impacts from automobiles use during construction.
- 1.11** Overloading of trucks is unlawful and creates erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.

2. CONSTRUCTION PHASE AND WORKER FACILITIES

- 2.1** The contractor shall specify and limit construction activity in preplanned/ designated areas and shall start construction work after securing the approval for the same from the Engineer-in-charge. This shall include areas of construction, storage of materials, and material and personnel movement.
- 2.2** Preserve and Protect Landscape during Construction
 - a) The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.
 - b) The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.
 - c) The contractor shall conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Contractor should limit all construction activity within the specified area as per the Construction

Management Plan (CMP) proposed by the Engineer-in-charge. All the existing trees should be preserved, if not possible than compensate the loss by re-planting trees in the proportion of 1:3.

- d) The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.
- e) The contractor shall ensure that maintenance activities shall be performed as needed to ensure that the vegetation remains healthy. The preserved vegetated area shall be inspected by the Engineer-in-charge at regular intervals so that they remain undisturbed. The date of inspection, type of maintenance or restorative action followed shall be recorded in the logbook.

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

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

broken bricks, steel bars, broken tiles, spilled concrete and mortar etc.

2.5 The contractor shall provide clean drinking water for all workers

2.6 The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employs in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

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

- Clear vegetation only from areas where work will start right away
- Vegetate / mulch areas where vehicles do not ply.
- Apply gravel / landscaping rock to the areas where mulching / paving is impractical
- Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 – 20%
- Water spray, through a simple hose for small projects, to keep dust

under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged. Water spraying can be done on:

- a) Any dusty materials before transferring, loading and unloading
 - b) Area where demolition work is being carried out
 - c) Any un-paved main haul road
 - d) Areas where excavation or earth moving activities are to be carried out
- The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.
 - All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.
 - Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas
 - Provide hoardings of not less than 3m high along the site boundary, next to a road or other public area
 - Provide dust screens, sheeting or netting to scaffold along the perimeter of the building Cover stockpiles of dusty material with impervious sheeting
 - Cover dusty load on vehicles by impervious sheeting before they leave the site

2.8 Contractor shall be required to provide an easily accessible area that serves

the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals. He shall coordinate the size and functionality of the recycling areas with the anticipated collections services for glass, plastic, office paper, newspaper, cardboard, and organic wastes to maximize the effectiveness of the dedicated areas. Consider employing cardboard balers, aluminum can crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program.

- 2.9** The contractor shall ensure that no construction leach ate (Ex: cement slurry), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).
- 2.10** Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.
- 2.11** The contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 _Constructional practices and safety, 2005, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.
- 2.12** The contractor shall ensure the following activities for construction workers safety, among other measures:

- Guarding all parts of dangerous machinery.
- Precautionary signs for working on machinery
- Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc.
- Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- Provide sufficient and suitable light for working during night time.

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

2.14 The storage of material shall be as per standard good practices as specified in Part 7, Section 2 – Storage, Stacking and Handling practices, NBC 2005 and shall be to the satisfaction of the Engineer-in-charge to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipment's with proper access and proper maneuverability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipment's at different stages of construction shall be considered. The Owner shall not take any responsibility on any account.

2.15 The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labelled in both Hindi and English.

2.16 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and

hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

- 2.17** Contractor shall collect the relevant material certificates for materials with high recycled (both post-industrial and post-consumer) content, including materials for structural use like TMT steel rolled with high percentage of recycled steel, and RMC mix with fly-ash etc. (see appendix)
- 2.18** Contractor shall collect the relevant material certificates for rapidly renewable materials such as bamboo, wool, cotton insulation, agrifiber, linoleum, wheat board, strawboard and cork.
- 2.19** Contractor shall adopt an IAQ (Indoor Air Quality) management plan to protect the system during construction, control pollutant sources, and interrupt pathways for contamination. He shall sequence installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. He shall also protect stored on-site or installed absorptive materials from moisture damage.
- 2.20** The contractor shall ensure that a flush out of all internal spaces is conducted prior to Andover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.
- 2.21** Contractor shall make efforts to reduce the quantity of indoor air contaminants that are dorous or potentially irritating harmful to the comfort and well-being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers used must not exceed the VOC content limits mentioned below:

Paints

Non-flat - 150 g/L

Flat (Mat) - 50

g/L

Anti-corrosive/ anti rust - 250

g/L Coatings

Clear wood

finishes Varnish -

350 g/L Lacquer

- 550 g/L

Floor coatings - 100 g/L

Stains - 250 g/L

Sealers

Waterproofing sealer - 250

g/L sanding sealer - 275 g/L

Other sealers - 200 g/L

The VOC (Volatile Organic Compounds) content of adhesives and sealants used must be less than VOC content limits mentioned:

Architectural Applications VOC Limit (g/l less

water) Indoor Carpet adhesives - 50

Carpet Pad Adhesives -

50 Wood Flooring

Adhesive - 100 Rubber

Floor Adhesives - 60 Sub

Floor Adhesives - 50

Ceramic Tile Adhesives -

65

VCT and Asphalt Tile

adhesives - 50 Dry Wall and

Panel Adhesives - 50

Structural Glazing Adhesives

- 100

Multipurpose Construction Adhesives - 70

Substrate Specific Application VOC Limit (g/l

less water) Metal to Metal - 30

Plastic Foams - 50

Porous material (except

wood) - 50 Wood - 30

Fiber Glass – 80

2.22 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in

accordance with GRIHA program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.

2.23 WATER USE DURING CONSTRUCTION

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

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

2.25 MATERIALS & FIXTURES FOR THE PROJECT

2.26 The contractor shall endeavour to source most of the materials for construction at this project within a distance of 800 km radius from the project site. Contractor shall collect the relevant material certificates to prove the same

- h) Any material that is to be sourced from outside the prescribed radius shall be done after securing the necessary approval from the Engineer-in-charge.
- i) All cement used at site for reinforced concrete, precast members, mortar, plaster, building blocks, etc. shall be PPC (Ordinary Portland Cement). The PPC must meet the requirements of IS 1489: 1991. (Minimum 25% replacement of cement with fly ash in PPC (Portland Pozzolona Cement) by

weight of the cement used in the overall RC for meeting the equivalent strength requirements).

- j) As a measure to reduce wastage and water consumption during construction, the contractor shall source or set up the infrastructure for a small scale ready mix concrete, all concreting works at site shall utilize only batch mix concrete.
- k) The contractor has to comply as per MoEF issued notification 8.0.763(E) dated 14th Sept.1999 containing directive for greater fly ash utilization, where it stipulates that ii. Every construction agency engaged in the construction of buildings within a radius of 50 km radius of a Thermal Power Plant, have to use of 100% fly ash based bricks/blocks in their construction. Any brick/block containing more than 25% fly ash is designated as fly ash brick/block. As per GRIHA credits, bricks / blocks should contain more than 40% fly ash.
- l) The contractor shall ensure that sand from approved source is used in place of sand in an all concreting works unless specifically instructed otherwise by the Engineer-in-charge.
- m) Timber and aluminum use should be minimized in the project. If used, timber shall constitute of reclaimed timber and aluminum shall constitute recycled content. The source of such reclaimed timber shall be approved by the Engineer-in-charge.
- n) The contractor shall ensure that nontoxic anti-termite and other pest control is strictly used.
- o) The contractor shall ensure that all paints, polishes, adhesives and sealants used both internally and externally, on any surface, shall be Low VOC products. The contractor shall get prior approval from the Engineer-in-charge before the application of any such material.
- p) All plumbing and sanitary fixtures installed shall be as per the requirement of the GRIHA and shall adhere to the minimum LPM and LPF mentioned.
- q) The contractor shall employ 100% zero ODP (ozone depletion potential) insulation; HCFC hydro-chlorofluorocarbon)/ and CFC (chlorofluorocarbon) free HVAC and refrigeration equipment's and/halon-free fire suppression and fire extinguishing systems.
- r) The contractor shall ensure that all composite wood products/agro-fiber products used for cabinet work, etc. do not contain any added urea

formaldehyde resin.

2.28 CONSTRUCTION WASTE

- a) Contractor shall ensure that wastage of construction material is kept to a maximum of 3%.
- b) All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type. Employ measures to segregate the waste on site into inert, chemical, or hazardous wastes.
- c) All construction debris shall be used for road preparation, back filling, etc, as per the instructions of the Engineer-in-charge, with necessary activities of sorting, crushing, etc.
- d) No construction debris shall be taken away from the site, without the prior approval of the Engineer-in-charge.
- e) The contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos
- f) If and when construction debris is taken out of the site, after prior permissions from the Project Manager, then the contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping sites.
- g) Inert waste to be disposed off by Municipal Corporation/ local bodies at landfill sites.

2.29 Documentation

- a) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a monthly basis:
 - i) Water consumption in litres
 - ii) Electricity consumption in 'kwh' units
 - iii) Diesel consumption in litres
 - iv) Quantum of waste generated at site and the segregated waste types divided into inert, chemical and hazardous wastes.
 - v) Digital photo documentation to demonstrate compliance of safety guidelines as specified here.
- b) The contractor shall, during the entire tenure of the construction phase, submit the following records to the Engineer-in-charge on a weekly basis:

- i) Quantities of material brought into the site, including the material issued to the contractor.
 - ii) Quantities of construction debris (if at all) taken out of the site
 - iii) Digital photographs of the works at site, the workers facilities, the waste and other material storage yards, pre-fabrication and block making works, etc. as guided by the Engineer-in-charge.
- c) The contractor shall submit one document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disrupted during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction.
- d) The contractor shall submit to the Engineer-in-charge after construction of the buildings, a detailed as built quantification of the following:
 - i) Total materials used,
 - ii) Total top soil stacked and total reused
 - iii) Total earth excavated,
 - iv) Total waste generated,
 - v) Total waste reused,
 - vi) Total water used,
 - vii) Total electricity, and
 - viii) Total diesel consumed.
- e) The contractor shall submit to the Engineer-in-charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.
- f) The contractor shall submit to the Engineer-in-charge, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.

- g) Provide supporting document from the manufacturer of the cement specifying the fly-ash content in PPC used in reinforced concrete.
- h) Provide supporting document from the manufacturer of the pre-cast building blocks specifying the fly ash content of the blocks used in an infill wall system.
- i) The contractor shall, at the end of construction of the buildings, submit to the Engineer-in-charge, submit following information, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:

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

- ii) Project Recyclability: Submit information to assist Owner and WAPCOS in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.
- iii) Recycled Content: Submit information regarding product postindustrial recycled and post-consumer recycled content. Use the "Recycled Content Certification Form", to be provided by the Commissioning Authority appointed for the Project.
- iv) Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials.
- v) Clean tech: Provide pollution clearance certificates from all manufacturers of materials
- vi) Indoor Air quality and Environmental Issues: Submit following certificates:
 - a) Certifications from manufacturers of Low VOC paints, adhesives, sealant and polishes used at this particular project site.
 - b) Certification from manufacturers of composite wood products/agro fibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.
 - c) Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.
- j) Provide total support to the Engineer-in-charge appointed by the WAPCOS in

completing all Green Building Rating related formalities, including signing of forms, providing signed letters in the contractor's letterhead.

2.30 EQUIPMENT

- a) To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the architects.
- b) All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL/LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

The contractor is expected to go through all other conditions of the GRIHA rating stipulations, which can be provided to him by the architects.

Failure to adhere to any of the above mentioned items, without necessary clearances from the architects and the Engineer-in-charge, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as determined by the architects.

CLAUSE 44: PAYMENT

1. Payment Schedule

The Payment Schedule includes a schedule setting out each Milestone Event to be achieved in a month for the Works.

2. Contractor's Application for Payment

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

Within each Request for Payment the Contractor shall show separately:

- (i) The amounts which the Contractor claims to be payable as the cost of the Works completed during that month; and
- (ii) The cumulative amount of all prior payments made by WAPCOS Limited; and

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

The Contractor's Request for Payment shall:

- (i) Be prepared on forms in the form and in a number advised by WAPCOS Limited Representative; and
- (ii) Contain confirmation of the relevant Milestone Events which, in the opinion of the Contractor have been achieved in that month which applies to each such Milestone Event; and
- (iii) Be accompanied by:
 - (a) Copy of relevant records of measurement of works, jointly taken and signed by both the parties;
 - (b) A status report describing in such detail as may reasonably request, the percentage of any uncompleted Milestone Event for the month in question and the work to be undertaken by the Contractor prior to the next Request for Payment;
 - (c) Certification by WAPCOS Limited Representative confirming that the Milestone Events referred to in the Request for Payment have been achieved.
 - (d) Confirmation by the Contractor of any amounts due and owing from the Contractor to WAPCOS Limited pursuant to the Contract;
 - (e) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;
 - (f) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment.
 - (g) The Contractor's certification that it has reviewed all financial and budget data contained in the Request for Payment;
 - (h) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;
 - (i) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment; and

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

3. Certificates of Payment

Within [14 (fourteen)] Business Days of receipt of the Contractor's Request for Payment under Clause 48(2) [Contractor's Application for Payment], WAPCOS Limited and WAPCOS Limited Representative shall review such request and, shall issue to the Contractor, a Certificate of Payment certifying what amounts WAPCOS Limited shall pay. Each Certificate of Payment shall be for an amount which in the opinion of WAPCOS Limited, is the basis of the Request for Payment and pursuant to the Contract, is properly due to the Contractor (the "Gross Certifiable Amount") less (i) the cumulative amounts of payments previously certified as due to the Contractor, (ii) any deduction on account of recovery of Advance Payment, and (iii) Retention Amount.

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

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

- (i) such Materials have been properly acquired and properly and not prematurely delivered to the Project Site;
- (ii) such Materials have been properly stored on the Project Site and fully protected against loss, damage or deterioration;
- (iii) the Contractor's records of the requisitions, orders, receipts and use of any Materials are kept in a form approved by the WAPCOS Limited Representative, and such records are available for inspection by the

WAPCOS Limited Representative; and

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

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

- (i) if in the opinion of the WAPCOS Limited Representative the progress of the Works at the time of the Request for Payment is behind the progress of the Works as set out in the Program; and/or
- (ii) to protect it from any losses, expenses, costs or liability because of any one or more of the following reasons:
 - (a) defects and deficiencies in any Works, whether or not payment has been made;
 - (b) unsatisfactory performance of the Contract;
 - (c) the filing of third party claims relating to the Works or any of its commitment parts for which the Contractor is liable;
 - (d) the Contractor's failure to make payments to Subcontractors;
 - (e) failure by the Contractor to provide or procure replacement Performance Security in accordance with the Contract;
 - (f) failure by the Contractor to provide evidence of insurance coverage in accordance with the Contract;
 - (g) reasonable evidence that Completion will not occur by the Time for Completion;
 - (h) any overpayments made by WAPCOS Limited with respect to a previous payment;
 - (i) failure by the Contractor to submit a properly updated monthly Program; and
 - (j) failure by the Contractor to provide satisfactory evidence that the costs of all labour and Materials and other obligations arising out of the Contract have been fully satisfied and discharged by the

Contractor and/or to otherwise fail to submit adequate supporting documentation for any Request for Payment.

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

The Contractor shall be entitled only to such amount in respect of the Provisional Sum Works as the WAPCOS Limited Representative determines in accordance with this Clause 48(3). The WAPCOS Limited Representative shall notify the Contractor of any such determination. The WAPCOS Limited Representative shall have the authority to issue instructions to the Contractor for every Provisional Sum Works for which the Contractor shall be entitled to a part of the Provisional Sum as determined by the WAPCOS Limited Representative.

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

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

4. Payment

WAPCOS Limited shall pay the amount certified in a Certificate of Payment less the amount paid earlier in accordance with Clause 48 (3) [Certificate of

Payment], no later than [21 (twenty one)] Business Days from the date of such Certificate of Payment.

Payment Terms:

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

Clause-45-Variation

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 Client/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 with applicable cost index. In case the rates are not available in DSR, the same shall be derived from the Himachal Pradesh SOR. Further, if not available in that also, 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.

1. 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 WAPCOS/Client.
2. 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.
3. The completion cost of any work/special work shall not exceed 1.25 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

CLAUSE46: BLACKLISTING POLICY

The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The Bidder/tenderer/consultant/contractors 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 as per FORM-C. 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.

SECTION- IV

SPECIAL CONDITIONS OF CONTRACT

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

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

Clause No.	Description	Applicability/Modified/Added
GENERAL RULES AND DIRECTIONS		
19	List of works from	Not Applicable
DEFINITIONS		
Added	Principal Employer/ Owner/Client means Department of Youth Service and Sports, Himachal Pradesh	
2(iii)	Work / Project Means: As Mentioned in NIT	
2(iv)	Site / Location Means As Mentioned in NIT	
2 (vi & vii)	Engineer-In-Charge & Accepting Authority Will be intimated to the successful Bidder at the time of issue of Notice to Proceed the works.	
2 (x)	Market Rate Percentage on cost of materials and labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates for works	Work will be executed as per the provisions of Delhi Schedule of Rates-2021 /State Schedule of Rates of

		Himachal Pradesh with applicable cost index
2(xvi)	Date of Commencement of work	7 days after date of award of Work (LOI)
CLAUSES OF CONTRACT		
Clause 1	<p>Performance Guarantee</p> <p>a) Performance Guarantee.</p> <p>b) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.</p> <p>c) Validity of Performance Guarantee</p> <p>d) Release of Performance Guarantee</p>	<p>Applicable</p> <p>3% of Tendered Value</p> <p>15 days</p> <p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that</p> <p>Performance guarantee shall be returned to the contractor, without any interest after Completion & successful handing over of the project and issuance of Completion Certificate by WAPCOS</p>

Clause No.	Description	Applicability/Modified/ Added
Clause 1A	Security Deposit	Applicable 2.5% of Tendered Value/Actual value
	Release of security Deposit	Successful Completion of Defect Liability period without any interest.
Clause 2	Compensation for Delay	Applicable 0.50% of the awarded cost of work per week. (Maximum up to 10% of the actual cost of work which includes awarded cost of work, cost of extra items/ substituted items and cost of deviation, if any.)
Clause 2A	Incentive for Early Completion	Not Applicable
Clause 5	Time and Extension for Delay	Applicable
	Number of days from the date of issue of letter of acceptance for reckoning date of start	5 days
	Stipulated time of completion of project	As Mentioned in NIT
Clause 7	Payment on Intermediate Certificate to be Regarded as advance	Not Applicable

<p>New Clause 7A (Added)</p>	<p>Payment</p>	<p>The Bidder (Contractor) acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder), WAPCOS is working as implementing agency on behalf of Department of Youth Service and Sports, Himachal Pradesh being Principal Employer. Thus the bidder unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from YSS. The Bidder also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder) is not received from Youth Service and Sports Department, Himachal</p>
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Clause No.	Description	Applicability/Modified/ Added
		<p>Pradesh, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder. The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to bidder).</p> <p>All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS</p> <p>The projects are belongs to the Government of India. The procedure of payment of RA bills will be as follows:</p> <p>1) Contractor shall submit RA bills duly certified and signed by Site Project Manager/ Engineer, WAPCOS.</p> <p>2) Site Project Manager/ Engineer, WAPCOS shall forward bill to Client and</p>

		<p>same also will be verified by them.</p> <p>3) Site Project Manager/ Engineer, WAPCOS will forward verified bill to Engineer-in Charge, WAPCOS HQ which will be again checked and verified at HQ and will be processed for payment through finance wing of WAPCOS.</p> <p>4) The payment to Contractor shall be released after receiving payment from Client.</p> <p>5) The entire process may take requisite time, however efforts shall made to fast track billing process.</p> <p>6) However, any delay on account of above procedure should not affect the progress of work at site and if such instances are observed, necessary amount shall be withheld</p> <p>and shall be paid only after necessary Certificate is received from Project Manager/ Engineer, WAPCOS that work is in</p>
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		<p>progress according to the timeline.</p> <p>Therefore, while submitting the financial bid, Bidders are advised to consider above facts and also examine fund availability and bear such expenditure to achieve the agreed progress and timeline.</p> <p>No claim and delay in progress will be entertained on account of above facts</p>
Clause 10	Materials Supplied by WAPCOS	Not Applicable
Clause 10A	<p>Materials to be Provided by Contractor</p> <p>List of Testing Equipment to be provided by the Contractor at site lab</p> <ol style="list-style-type: none"> 1. Cube Testing Machine along with sufficient numbers of cube moulds 2. Set of Sieves for testing of Coarse & fine aggregate along with shaker 3. Slump Cone 4. Vernier Calliper, Screw Gauge, Wire gauge 5. Weighing Balance with weights 6. Rebound Hammer 7. For testing of Design Mix 	Applicable

	<p>Concrete at site, necessary testing equipment and facility (as per BIS) shall be made available by Contractor as and when required by Engineer-In- Charge or his authorized representative and nothing extra shall be paid on account of this.</p> <p>(Note: The listed equipment / instruments will be installed at his own cost by Contractor in laboratory room which to be constructed by the Contractor at his own cost).</p>	
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Clause No.	Description	Applicability/Modified/ Added
Clause 10 B(i)	Secured Advance on Non-Perishable Materials	<p>Applicable</p> <p>75% of the assessed value of any material</p> <p>Recovery of Secured Advance: Recovery shall be made by the deduction from the contractors bills commencing after first 10% of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid.</p>
Clause 10 B(ii)	Mobilization Advance	<p>Applicable</p> <p>10% of the tendered value on submission of Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. The mobilization advance bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery. (It will be provided to the contractor if the same is provided by Youth Service and Sports Department, Himachal</p>

		<p>Pradesh to WAPCOS)</p> <p>Note: Above 10% Mobilization Advance shall be paid into instalments. The first instalment of 5% of tendered value shall be paid on commencement of the work at site. The second instalment of 5% of tendered value shall be paid after achieving the financial progress of 10 (ten) percent of the contract price.</p>
Clause 10 B(iii)	Plant Machinery & Shuttering Material Advance	Not Applicable
Clause 10 B(iv)	Recovery of Mobilization advance	Applicable
		Added - 14.75% interest per annum for the period in case of non-return of mobilization advance after stipulated due date.
Clause 10 C	Payment on Account of Increase in Price / Wages due to Statutory Order	Not Applicable
Clause 10 CA	Payment due to Variation in Prices of Materials after Receipt of Tender	Not Applicable
Clause 10 CC	Payment due to Increase / Decrease in Prices / Wages (Excluding Materials covered under Clause 10 CA) after Receipt of Tender for Works	Not Applicable

Clause 11	Works to be Executed in Accordance with Specifications, Drawings, Orders Etc. Specifications to be followed for execution of work	<p>Applicable The following is added:</p> <p>All works are to be executed in accordance with the specifications, all drawings, details of items etc. given with this tender document and vetted design/drawing by WAPCOS & duly approved by IIT/NIT.</p> <p>In case specification of any item is not clear, CPWD Specifications 2009 Vol. I to II with upto date correction slips issued on the last date of submission of tender for Civil work is applicable.</p>
Clause 12	Deviations / Variations Extent and Pricing	
	Clause 12.1	Not applicable

Clause No.	Description	Applicability/Modified/ Added
	Clause 12.2(a)	<ul style="list-style-type: none"> Modified as “In the case of extra item(s) (items that are completely new and non-scheduled item in accordance with DSR 2021 (for the place of construction site) /HPSOR 2020 as on date of publishment of this tender), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in DSR 2021(for the place of construction site)/ HPSOR 2020 as on date of publishment of this tender and shall be paid in accordance with rate approved by WAPCOS. In case the extra item being the Scheduled Item in accordance with DSR 2021(for the place of construction site)/HPSOR 2020 as on date of publishment of this tender, these shall be paid as per the provision in DSR 2023(for the place of construction site)/HPSOR 2020 as on date of publishment of this tender and as approved by WAPCOS. The final rate achieved in this case will be

		<p>increased or decreased on same percentage as per the percentage of total cost quoted above or below by Contractor in respect of NIT cost, during tendering process.</p>
	Clause 12.2(b)	<p>Modified as “The specification mentioned in Tender may be substituted as per the requirement of Owner/ WAPCOS.</p> <ul style="list-style-type: none"> • In this case of substituted item(s) (scheduled item in accordance with DSR 2023(for the place of construction site)/HPSOR 2020 as on date of publishment of this tender), these shall be paid as per the provision in DSR 2021/HPSOR 2020 as on date of publishment of this tender and as approved by WAPCOS. The final rate achieved in this case will be increased or decreased on same percentage as per the percentage of total cost quoted above or below by Contractor in respect of NIT cost, during tendering process.

Clause No.	Description	Applicability/Modified/ Added
		<ul style="list-style-type: none"> • In this case of substituted item(s) (that are completely new and non- scheduled item in accordance with DSR 2023 (for the place of construction site)/HPSOR 2020 as on date of publishment of this tender), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in DSR 2021/HPSOR 2020 as on date of publishment of this tender and shall be paid in accordance with rate approved by WAPCOS. • The rate of tendered item to be substituted will also be assessed by same above manner. • The plus/minus difference of rates of mutually substituted items will be submitted by Contractor and approved by WAPCOS. Accordingly the plus/minus difference of payment will be made to the Contractor for the substituted quantities. • Cost index will be applicable over DSR-2021

Clause No.	Description	Applicability/Modified/ Added
	Clause 12.2,12.3 and 12.4, 12.5	Applicable
Clause 15A	Compensation in case delay supply of material	Not Applicable
Clause 17	Contractor liable for Damages, Defects during Defect Liability Period Defect Liability Period	Applicable Added/Modified: <i>One (1) years from the date of successful completion of each component of the project and handing over to WAPCOS with all satisfaction & acceptance along with submission of all the required documents i.e. As- built drawings (minimum 5 sets), Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments .</i>
Clause 19L	Contribution of EPF and ESI	NOT APPLICABLE

<p>Clause 25</p>	<p>Settlement of Disputes and Arbitration</p>	<p><u>Modified as:</u></p> <p>Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and Bidder, if work is awarded to bidder), or the breach termination or invalidity thereof shall be settled through following mechanism:</p> <p>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</p>
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Clause No.	Description	Applicability/Modified/ Added
		<p>all the parties, irrespective of the outcome of the said meeting(s).</p> <p>b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.</p> <p>c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.</p> <p>d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).</p> <p>e) It is also acknowledged and accepted that WAPCOS is only</p>

		<p>working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration</p>
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Clause No.	Description	Applicability/Modified/ Added
		<p>Clause shall survive and shall be acted upon.</p> <p>f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.</p> <p>g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”</p>
Clause 27	Lumpsum Provisions in Tender	Not Applicable

Clause 29B	Employment of coal mining or controlled area labour not permissible	Not Applicable			
Clause 30B	Alternate water arrangements	Not Applicable			
Clause 30	Return of surplus material	Not Applicable			
Clause 36(i)	Requirement of Technical Representative(s)				
	S.No .	Requirement of Technical Staff		Minimu Experience (Yrs)	Designation of Technical Staff
		Minimum Qualification	Numbers		
	1.	B.Tech (Civil)	1	10 (Having Experience of one similar nature of work)	Project Manager
	3.	B.Tech (Electrical)	1	3	Electrical Engineer
	4.	Diploma (Civil)	3	5	Construction Engineer/ Billing Engineer/ Quality Control

Clause No.	Description			Applicability/Modified/ Added		
						& Safety Engineer
	5.	Diploma (Electrical)	1	5		Electrical Works supervisor
	6.	Architect (B.Arch)	1	4		Architect and Interior Design Supervisor
Clause 39	Compensation During War Like Situation			Not Applicable		
Clause46	Insurance			Applicable		
Clause 48 (Sr. no 3 & 4)	Sr. No. 3: Certificates of Payment and Sr. No. 4: Payment			Not Applicable		
Additional Condition	Quality control plan and site specific environment health and safety plan			The contractor shall provide the quality control plan and site specific environment health and safety plan before commencement of work.		
Additional Conditions	Minimum Amount of Running Account Bill			The Contractor shall periodically submit Running Account (RA) bills for the gross work done not be less than Rs 50.00 lakh. for Construction. All running bills shall be accompanied with the Geo-tagged (GPS) clear photographs in sufficient number and angles illustrating the progress of work and for which claims raised in RA bill.		

		The photographs shall be duly signed by the Contractor. The contractor shall submit the bill in the standard format agreed by the Client/ WAPCOS
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2.0 ADDITIONAL CONDITIONS

1. The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Committee constituted by the YSS or construction site visiting team of YSS or by the Building Works Committee or third party authorized by WAPCOS or any Statuary Committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction and development of project up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub- standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, committee constituted by YSS, construction site visiting team of YSS, Building Works Committee or authorized representative of WAPCOS or third party authorized by WAPCOS or any Statuary Committee, will be carried out or replaced/modified by the Contractor at his own risk and cost.
2. The contractor shall get the Construction water, tested periodically from outside approved laboratory (within 2 months or early) and daily in site laboratory with regard to its suitability of use in the works and get written approval from the Engineer in charge before he proceeds with the use of same of execution of works. The suitable water for construction shall be arranged by Contractor at his own cost and nothing extra shall be paid to the contractor on this account.
3. The contractor shall provide a fully equipped office cum Residential space for the Engineer-in-charge/site engineer with 24-hour electricity, electric fixtures (including ACs), drinking water supply, sanitary facilities, furniture, and the

latest desktop computers with printers and internet connection at the construction site, along with any other miscellaneous requirements as directed by the Engineer-in-charge to finalize immediate technical solutions/decisions on site, ensuring that work progress is not hampered. Additionally, the contractor shall provide a residential flat for the Engineer-in-charge with a carpet area of 1000 sqft (2 or 3 BHK). The monthly expenses of the office will be borne by the contractor. An amount equal to 1% of the gross amount of running account bills and the final bill will be deducted if the above facilities are not provided on-site.

4. If any official of contractor is not following the directions of WAPCOS in the best interest of work, in that case, WAPCOS has full authority to get replaced that official from site of work with prior notice.
5. Contractor will ensure that work will be executed at site as per the rules and regulations of GRIHA council and maintain all rules and safety, environmental protocols, so that minimum GRIHA 3 Star rating as Green building shall be achieved for the work
6. **Handing Over of the Project:** Contractor will hand over the project to Owner /Client after successful completion of each component of the project along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments with complete satisfaction and acceptance by WAPCOS/YSS. Contractor shall provide necessary Completion Certificate/NOC from all local Government/ Statuary Authorities including Fire, Forest, Electrical, Environment, Lift, DG Set, Complete inventory list, duly signed as-build drawings, required before handing over the project to the WAPCOS. The partial handing over of works components shall not be considered. Defect Liability period of *One (1) years will start from the date of successful completion of each component of the project and handing over to YSS/WAPCOS with all satisfaction & acceptance along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments.*
7. All the modifications and any additional works (basic requirement after use of

premises by user) suggested by client/WAPCOS at the time of handing over of the project and after occupancy of premises by client during Defect Liability Period must be taken up by contractor without any disputes and without any extra charge.

8. The contractor shall deploy the resources at site to start the construction after clearance from the Owner of the project and subsequent written approval from WAPCOS. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works.
9. Contractor shall deploy adequate technical manpower / expert of each relevant fields as per the scope and requirement of work during execution of work at site which are mandatory as per the standard guidelines.
10. If any dispute/ hindrance arises during construction due to any reason whatsoever, the contractor is not liable for any financial claim for damages due to such circumstances.
11. All Reinforced Cement Concrete work shall be design mix concrete of specified grade and initial design mix shall be carried out from the Govt. approved Laboratory/NABL accredited lab/ NIT/IIT.
12. The Contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, videography, slides, etc. nothing extra shall be payable to the Contractor on this account.
13. Quoted amount by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract in any circumstances.
14. The contractor shall make his own arrangements for obtaining electric connection and water Connection/arrangement. The water charges and electricity charges as charged by Local Authorities will be paid by the Contractor. No dispute in this regard shall be entertained.
15. The contractor shall deploy the resources at site to start the construction after clearance from the Owner of the project and subsequent written approval from WAPCOS. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the

works.

16. All the rules and regulations about the Labour working at site and mandatory as per the State Government and Central Government departments will be followed by the contractor. If any issue arises in this regard will be resolved by the contractor. Contractor is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws to its workforce. EPF/ESI and other labour laws being followed by State/Central Government norms and further amendments time to time would be followed by contractor. WAPCOS will not be a party for the issues related to EPF/ESI. If any type of the miss-happening during the execution of the project (i.e. Injury/Mobilization/Loss/Theft etc.) & the responsibility of skilled and un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by Contractor only.
17. The Contractor shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works. Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
18. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.
19. The cost/rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.
20. Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. Or any other

material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the department for the same.

21. The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
22. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.
23. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
24. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in-built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
25. Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the Contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
26. The contractor shall have to make approaches road to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
27. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.

28. The terms machine batched, machine mixed and machine vibrated concrete used elsewhere in agreement shall mean the concrete produced in concrete batching and mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps, tower crane and vibrated by surface vibrator /needle vibrator / plate vibrator, as the case may be to achieve required strength and durability.
29. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Nonstandard materials shall not be accepted.
30. The construction joints shall be provided in predetermined locations only as decided by Engineer in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.
31. The gradation of fine sand to be used in plaster work, shall be strictly as per standard specification. The plastered surface shall be fairly smooth without any undulation of any kind for applying paint/white wash.
32. No chase cutting/dismantling of plaster/RCC/CC shall be allowed, so contractor has to execute the electrical work accordingly.
33. The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge.
34. One sample room complete in all shape for each category, shall be prepared by the contractor and got approved from Engineer-in-charge in writing. The

contractor shall be allowed to proceed with further rooms only after getting the sample room approved in writing from Engineer-in-charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

35. The contractor shall establish a fully equipped site laboratory and shall provide electrically operated cube crushing and testing machine appliance at site, such as weighing, scale, graduated cylinder, standard sieves, thermometer, slump cones etc. all relevant tests for BMC / RMC as per prescribed IS codes in order to enable the Engineer in charge to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.
36. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests and consequences thereon shall be binding on the contractor.
37. The material shall conform to the quality and make as per attached list. However for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. Notwithstanding the case of materials of "Preferred Make" as given provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "Preferred Make" also.
38. It must be ensure that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to standard specification and relevant BIS codes. In such case written approval of the Engineer-In-Charge may be obtained before use of such

material in the work.

39. The final approval of the brand to be used shall be as per the direction of Engineer-in-Charge. The brand used shall be one of the brands in case specified in the list of preferred make / materials.
40. All the rules and regulations about the Labour working at site and mandatory as per the State Government and Central Government departments will be followed by the contractor. If any issue arises in this regard will be resolved by the contractor. Contractor is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws to its workforce. EPF/ESI and other labour laws being followed by State/Central Government norms and further amendments time to time would be followed by the contractor. WAPCOS will not be a party for the issues related to EPF/ESI. If any of the miss-happening during the execution of the project (i.e. injury/Mobilization/loss/theft etc.) & the responsibility of skilled and un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by Contractor only.
41. Any decrease or increase in scope of work necessitated as per site condition shall be deducted/paid as per DSR 21. Items not covered in the schedule shall be prepared as Non Scheduled item market rates subject to approval of competent authority. However, small nature of works required for completion of particular component shall be executed by the contractor without any claim/payment.

42. Special conditions for Cement

The contractor shall procure 43 grade Ordinary Portland Cement (conforming to IS: 8112), as required in the work, from reputed manufacturers of cement as per the list of approved makes or from any other reputed cement manufacturer, having a production capacity not less than one million tones per annum as approved by WAPCOS. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not

accept the list of cement manufactures, given by the tenderer, fully or partially. The cement brought to the site for execution of work shall be in bags bearing manufacturer's name & ISI marking. Weight of cement in each bag shall be 50 kg. Samples of cement arranged by the contractor shall be taken by the Engineer- in- Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and it shall be removed from the site by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so.

43. Special Conditions for Steel:-

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

44. Removal of rejected/sub-standard materials.

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

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

Representative.

45. In case of works where a ready mix concrete (RMC) is stipulated to be used from an approved source/manufacturer, cement register need not be maintained. However, the computerized dispatch slips that are sent with each dispatch of RMC shall be kept as record.
46. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police & local authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the WAPCOS along with necessary issue of material under joint custody.
47. Contractor should hand over the warranty of the specialized items to the WAPCOS.
48. Contractor shall submit all the Guarantee/ Warranty bond for the water proofing for 10 years of service warranty and Anti- Termite Treatment works for 5 years of service warranty.
49. The contractor is required to deploy resources as per availability of site. However, no claim will be entertained for idle labour, idle machinery, idle technical/no-technical staff, idle T&P etc.
50. Contractor shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization advance, secured advance against materials brought at site, secured advance against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
51. In case of any inconsistency between clauses, the clause favorable/ beneficiary to the project will prevail which will be decided by the owner and WAPCOS.

Clause: Public Procurement (Preference to Make in India)

The bidder must comply with Order Nos. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The details available on ministry website.

Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P -45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

The Order is applicable for procurement by Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

The margin of purchase preference shall be 20%. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the

Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under:

- ☐ Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- ☐ Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- ☐ Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- ☐ Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

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.

Clause- Office Set up at Site for WAPCOS/Client officials

One permanent vehicle for WAPCOS officials for site monitoring like bolero/Scorpio should be provided during the entire tenure of construction and office set up at site for WAPCOS officials shall be provided by the contractor at his own cost. The Contractor shall provide uninterrupted power and water to the Office as directed for 24 hours free of cost. An amount equal to 1% of gross bill from all running account & final bill shall be recovered, if the above facilities are not provided by the Contractor

Clause - Insurance of Works Etc.

4.1 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 of 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 construction 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.

b. The materials, constructional plant, cantering, shuttering and scaffolding materials and other things brought to the site for their full value.

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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 : Management Meetings

- 8.1 Either the Engineer-in-Charge or the Contractor may require the other to attend a management meeting.
- 8.2 The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 8.3 The Engineer-in-Charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

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

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

In case of any dispute between the agencies engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

Clause : Employment of Staff for Plumbing & Electrical Works

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

Clause: Watch and Ward and Lighting

The Contractor shall in connection with the works provide and maintain at his own cost

all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge and duly constituted authority for the protection of the workers or for safety and convenience of the public or others. The Contractor shall be responsible for all damages and accidents caused due to negligence in this regard.

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

Clause: Third Party Inspection of Works

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

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

SECTION – V

ANNEXURES

ANNEXURE - I : FORMAT FOR PERFORMANCE SECURITY

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BANK GUARANTEE ANNEXURE - III : FORMAT

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Annexure – I

FORM OF PERFORMANCE GUARANTEE

To,

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt.

_____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for

_____ (name of work) (hereinafter called "the contract") and the contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (5 % of the said value of the Contract to the Employer).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding

notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

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

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of

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

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

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

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

Notwithstanding anything contained herein

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

Dated this_____day of_____at New Delhi.

Annexure – II
FORM OF ADVANCE PAYMENT GUARANTEE

To,

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

In consideration of WAPCOS LTD. (hereinafter referred to as “the Employer”) which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to____(Contractor’s name) with its Registered /Head Office at_____(hereinafter referred to as “the Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer’s Notification of Award No.

_____dt._____and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs._____(Rupees_____only) for _____(hereinafter called “the contract”) and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs.

_____(Rupees_____only) as an advance against bank guarantee to be furnished by the Contractor.

We,_____(name & address of bank) having its Head Office at _____
_____ (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs._____

_____(Rupees____only) as aforesaid at any time upto____without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be

conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee.

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

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

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any

deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed R s . _
(Rupees_____only);
- ii) This bank guarantee shall be valid upto_____and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before_____(indicate a date twelve months after the validity of the guarantee).

Dated this _____ day of _____ at New Delhi.

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with bank stamp)

Attorney as Power of Attorney

(Signature)

No. _____ dt. _____

(Name)

ANNEXURE-III

FORMAT FOR INDENTURE FOR SECURED ADVANCES

THIS INDENTURE made the..... day of20..... BETWEEN

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

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

- (1) That the said sum of Rupees so advanced by the WAPCOS to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards

expediting the execution of the said works and for no other purpose whatsoever.

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

any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the WAPCOS will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

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

- (8) That the Contractor hereby charges all the said materials with the repayment to the WAPCOS of the said sum of Rupees..... and any further sum or sums

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

- (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the

Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the WAPCOS on demand.

- b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the WAPCOS under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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

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

Signature

Witness Name.....

Address

Signed by.....

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

Name.....

Address

Signed by.....

ANNEXURE-IV
FORMAT FOR SEEKING EXTENSION OF TIME

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

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

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

Signature of Contractor

Dated

Annexure – V

FORMAT FOR GUARANTEE BONDS / AFFIDAVIT FOR WORK

(On Rs. 100 non- Judicial Stamp Paper)

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

The agreement made this _____ day of ____ 20 _____ between (Name of Contractor Firm)____(hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor inter alia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

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

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

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

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

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

Signed sealed and delivered by GUARANTOR in presence of:

1. _____

2. _____

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

1. _____

2. _____

Annexure – VI

FORMAT FOR GUARANTEE BONDS FOR WATER PROOFING

(On Rs. 100 non- Judicial Stamp Paper)

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

The agreement made this _____ day of ____ 20 _____ between (Name of Contractor Firm)____(hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated____and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor inter alia, undertook to render the structures in the said contract the work in the said contract recited completely water and leak proof.

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

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

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

That if the guarantor fails to execute the water proofing, or commits breach

thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement . As to the amount of loss and / or cost incurred by the WAPCOS on the decision of the Engineer-in-charge will be final and binding on the parties.

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

Signed sealed and delivered by GUARANTOR in

presence of : 1. _____

2. _____

SIGNED FOR AND ON BEHALF OF THE WAPCOS LIMITED BY _____in the

presence of :

1. _____

2. _____

Annexure – VII

FORMAT FOR GUARANTEE BONDS FOR ANTI-TERMITE TREATMENT

(On Rs. 100 non- Judicial Stamp Paper)

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

The agreement made this _____ day of ____ 20 _____ between (Name of Contractor Firm)____(hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor inter alia, undertook to render the wooden work in the said contract recited completely Termite proof.

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

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

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

incurred by the WAPCOS on the decision of the Engineer-in-charge will be final and binding on the parties.

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

Signed sealed and delivered by GUARANTOR in

presence of : 1. _____

2. _____

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

:

1. _____

2. _____

ANNEXURE –
VIII SAFETY
CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder upto and

including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;

- iv. After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - v. After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - vi. After the bore well is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes

and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

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

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

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

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

the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
 - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's :-
 - 1) 6 small sterilized dressings.
 - 2) 3 medium size sterilized dressings.
 - 3) 3 large size sterilized dressings.
 - 4) 3 large sterilized burn dressings.
 - 5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.

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

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

- 1) 12 small sterilized dressings.
- 2) 6 medium size sterilized dressings.
- 3) 6 large size sterilized dressings.
- 4) 6 large size sterilized burn dressings.
- 5) 6 (15 gms.) packets sterilized cotton wool.
- 6) 6.1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
- 7) 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label
- 8) 1 roll of adhesive plaster.
- 9) 1 snake bite lancet.
- 10) 1 (30 gms.) bottle of potassium permanganate crystals.
- 11) 1 pair scissors.
- 12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
- 13) A bottle containing 100 tablets (each of 5 gms.) of aspirin.

14) Ointment for burns.

15) A bottle of suitable surgical antiseptic solution.

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

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall

be entirely closed in and be provided with a trap door which shall be dust and waterproof.

- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

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

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from

the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the

service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and

equipment provided for the canteen.

- (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation
 - (e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

9. ANTI-MALARIAL PRECAUTIONS

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

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

11. AMENDMENTS

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

ANNEXURE-X
Contractor's Labour Regulations

1. SHORT TITLE

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

2. DEFINITIONS

- (i) Workman means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
 - (a) Who is employed mainly in a managerial or administrative capacity : or
 - (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
 - (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

- (ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
 - (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.
3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
 - (iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - (c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in

the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in- Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other

authorized representative of the Engineer- in-Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-

- (xii) "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour onat"

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
- (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

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

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

6. ATTENDANCE CARD-CUM-WAGE SLIP

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

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

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

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the

Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

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

NOTE: *Appendix & others mentioned in above labour regulation from I to XIV will be as per the General Conditions of Contract-2020 – Construction works of CPWD.*

SECTION – VI

FORMS

LETTER OF TRANSMITTAL

FORM-A : FINANCIAL

INFORMATION FORM-B :

STRUCTURE & ORGANISATION

FORM C : NO CONVICTION

CERTIFICATE

FORM D : UNDERSTANDING THE

PROJECT SITE FORM E : NO

DEVIATION CERTIFICATE

FORM F : INTEGRITY PACT WITH INTEGRITY AGREEMENT

FORM G : FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,
DISQUALIFICATION

LETTER OF TRANSMITTAL
(On Bidder **Original** Letter Head)

To

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

Subject: Submission of bids for (Name of the Work/ Project)

Sir,

Having examined the details given in tender 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 "Forms" enclosed with the tender 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 WAPCOS Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
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(s).

TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

DECLARATION BY THE BIDDER

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

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through each & every section of the tender document for the work “.....
..... (Name of work)”.

1. Our tender is offered taking due consideration of all factors mentioned in tender documents.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer/ Principal Employer.
3. We also agree to procure Plants and Machineries at our cost required for the work. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
4. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
5. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
7. We are financially sound and have not applied or be under corporate debt restructuring.

8. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.
9. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
10. I / We shall keep this offer valid as period specified in the NIT.
11. I / We hereby submit our FINANCIAL BID and Offer Cost for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the format of Contract Agreement. We agree not to seek any changes in the aforesaid format of Contract Agreement and agree to abide by the same.

Certificate:

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

Date:

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

Place:

FORM-A

FINANCIAL INFORMATION

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

1. Financial Analysis: Details to be furnished 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 on construction works	Profit/Loss (After Tax)
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

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

**Signature of Bidder(s)
(with Seal)**

FORM –A-1

**FORM OF SOLVENCY CERTIFICATE FROM A Nationalized SCHEDULED/Commercial
BANK**

To

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

Name of the Work: (Name of the Work).

This is to certify that to the best of our knowledge and information that M/s/Sh.....
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 issues without any guarantee or responsibility on the bank or any of the
officers.

Signature
(Email id of the bank)

NOTE:

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY

Bank Guarantee/ Solvency / Banker's Certificate/ Completion Certificate

Name of Work:

1. EMD submitted in form of DD/ FDR

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

2. Solvency Certificate / Banker's Certificate

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

3. Completion Certificate

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

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified by the issuing authority within 7 working days, then our bid is liable to be rejected.

Date:

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

Place:

FORM- B**STRUCTURE & ORGANISATION**

S. No.	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a)A proprietary firm (b)A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	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.	
8.	In which field of Civil Engineering construction the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORM-C

FORMAT FOR NO-CONVICTION CERTIFICATE

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

Subject: No-Conviction Certificate for --- (Name of the work / project)

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-D

FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

To

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana 134109

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

Sir,

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

- Location of the site and accessibility to the site.
- Ground Water Level at construction site.
- Quality of ground water and availability of water surrounding to the Project.
- Termite effects at construction site & measures taken during construction of proposed site.
- Site clearance and location of matured trees.
- Topography and contouring of the land where the project is to be executed.
- Nature of the ground & sub-soil of the site as pile foundation is to be constructed
- Safety of Surrounding structures during excavation and during execution of work
- Hindrances, if any, which may arise during the execution of work

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

Yours faithfully,

Date:

(Signature, name and
designation
of the Authorized signatory)

Place:

**Name and seal of
Bidder**

FORM-E

FORMAT FOR NO DEVIATION CERTIFICATE

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

To

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

Subject: No Deviation Certificate for (name of Work /Project)

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

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

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

Yours faithfully,

Date:

(Signature, name and
designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-F
FORMAT FOR INTEGRITY PACT

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

To,

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

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

Dear Sir,

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

Enclosure-I.

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

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

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity

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

Yours faithfully,

Date:

(Signature, name and
designation
of the Authorized signatory)

Place:

**Name and seal of
Bidder**

Enclosure-I

INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100]

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

BETWEEN

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

.....
.

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

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

Preamble

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

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

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

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

Article 1: Commitment of the Employer

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

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

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

- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

Article 3: Consequences of Breach

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

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

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Employer will enter into Pacts on identical terms as this one with all

Bidders and Contractors.

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

Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the 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 Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and
address) Place:

Dated :

FORM-G

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To,

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM

**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

Project Director

WAPCOS Limited,

2nd floor, SCO-259, Sector-14

Panchkula, Haryana

134109

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

For.....

Authorized Signatory

Date:-

FORM-H

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK

S.No.	Designation	Total Number	Number Available for this Work	Name	Qualification	Professional experience and details of work	How these would be	Remarks
1	2	3	4	5	6	7	8	9

Signature of the Applicant

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)

FORM:- - UNDERTAKING FOR MANPOWER DEPLOYMENT

Name of Work:

.....

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

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

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

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.

In case we fail to deploy the technical staff as mentioned in the tender document, we shall be liable to pay a sum of Rs. 50,000/- (Rupees fifty Thousand only) for each month of default in the case of each Graduate Engineer and Rs. 40,000/- (Rupees Forty Thousand only) in the case of each Diploma Engineer and details will be submitted with each Bill. We shall not raise any objection if deduction is made for the same from Running Bills.

Date:

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

Place:

FORM-

**DETAILS OF ALL WORKS OF SIMILAR WORK NATURE COMPLETED
DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO
THE ONE IN WHICH THE BIDS ARE INVITED**

S. No.	Name of Work/ Project & location	Owner of Sponsoring Organization	Cost of Work in lakhs	Date of Comme ncement as per the contract	Stipulated Date of Completion	Actual Date of Compl etion	Litigation/ Arbitration pending/in progress with details*	Name & Address/ Tele phone no of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator

**Copy of work order and completion certificate of the above works should also be submitted
and signed by the
Executive Engineer or above rank official or its equivalent.**

Signature of Applicant

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

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

Date

Place

Signature, name and designation of the Authorized signatory)
Name and Seal of the bidder



**WAPCOS Limited, 2nd floor, SCO-259, Sector-14
Panchkula, Haryana, 134109**

TENDER DOCUMENT FOR

**CONSTRUCTION OF INDOOR STADIUM-AT CHAMBA, HIMACHAL
PRADESH**

WAP/PO/PKL/YSS/01;

DATED 31.01.2025

Volume-II
FINANCIAL PROPOSAL

Volume-II

Section-X

FINANCIAL PROPOSAL

- **Letter of Transmittal for Financial Bid**
- **Total Cost of works**
- **BILL OF QUNATITY**

Letter of Transmittal for Financial Bid
(On Original Letter Head of Bidder)

Dated:

To,

Project Director
WAPCOS Limited,
2nd floor, SCO-259, Sector-14
Panchkula, Haryana
134109

Sub: Financial Bid for Construction of Indoor Sports Stadium at Chamba, Himachal Pradesh.

Dear Sir,

With reference to your tender document of subjected work, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid works. 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 Work, 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 Work cost and implementation of the works.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior

to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5. I/We shall keep this offer valid as period specified in the NIT.
6. I/We hereby submit our financial BID and offer BID Price excluding GST as filled in excel format file of Summary Sheet of financial bid for undertaking the aforesaid Work in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation of
the Authorized signatory)

TOTAL COST OF WORKS

Descript ion	Total Amount (Excluding GST) (Rs.)
CONSTRUCTION OF INDOOR STADIUM AT CHAMBA, HIMACHAL PRADESH	DONOT FILL COST HERE
Total amount in words: DONOT FILL COST HERE AS IT IS TECHNICAL PROPOSAL FILE	

Note:-

- ☐ **This financial proposal / Bill of quantity of tender is attached in Microsoft Excel format. Bidder shall fill the rates and corresponding amounts only in soft excel format. The bidder will upload same filled soft Microsoft Excel file during uploading of financial bid on online Portal.**
- ☐ **The Bidder shall quote Rates up to zero decimal only in bill of quantity of tender.**
- ☐ The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any) , Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor. The Goods and Services Tax (GST) shall be paid extra over quoted cost.
- ☐ It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “ to avail Input benefit of GST

- ☐ The payment will be made in percentage as per the schedule of stage wise payment
- ☐ The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

Important Note for submission of online tender:

- **Do not fill above table of Summary of Cost at the time of submission of technical bid.**

PAYMENT TERMS

The Stage wise Payments shall be made in **Percentage of the Total quoted Cost** of works as quoted by the bidder/ contractor. The “**STAGE OF CONSTRUCTION**” for each component shall be as per the details below.

Mainly Payment will be made after completion of particular “**STAGE OF CONSTRUCTION**” as per the detail in the **Scope of Work** in compliance of all the conditions mentioned in the Tender Document.

The main scope of work for each component shall be governed as detailed in the “**SECTION of SCOPE OF WORK**” of the tender document and final payment shall be made accordingly, to the Contractor.

If any works mentioned in the payment terms / Section of Scope of work, are not executed, then payment will be deducted as per the provision in DSR-2021 for scheduled items and Market Rate analysis by Engineer in Charge for Non Schedule items.

Stages of Payment			
S.no.	Payment Stage	%age payment	Cumulative Percentage
1	Site Leveling and Site Preparation, Installation of Site Office, CCTV Camera & GFC Drawing vetted as per tender Condition	1.1	1.1
2	Construction of Boundary Wall	1.4	2.5
3	Excavation and Completion of Foundation	2	4.5
4	Completion of Civil work Ground Floor	7.5	12
5	Completion of Plumbing work of Ground Floor	1.25	13.25
6	Completion of Electrical work of Ground Floor including Telephone conduits etc.	2.25	15.5
7	Completion of Finishing work including flooring, Joinery and painting of Ground Floor	3	18.5

8	Construction of Ramps, Entrance Lobby and Entrance Stairs	2	20.5
9	Completion of Civil work First Floor	7.5	28
10	Completion of Plumbing work of First floor	1.25	29.25
11	Completion of Electrical work of First Floor including telephone conduits and lighting conductor etc.	2.25	31.5
12	Completion of Finishing work including flooring, Joinery, Overhead Tank and painting of First Floor	3	34.5
13	Completion of Providing and installation of Automatic Fire Alarm and firefighting Works	2	36.5
14	Installation of Lift (8 Passenger)	3	39.5
15	Completion of Civil and prefabricated structure/Civil Work work of Indoor Hall	8.5	48
16	Completion of roof work including installation of truss/roof sheet work of Indoor Hall complete in all respect	7.5	55.5
17	Completion of flooring work of Indoor Hall complete in all respect	5.4	60.9
18	Completion of Fire Fighting work of Indoor Hall	2	62.9
19	Completion of Plumbing work of Indoor Hall including water tank	1	63.9
20	Completion of Electrical work of Indoor Hall including Telephone conduits etc.	3.5	67.4
21	Completion of Finishing work including flooring, Joinery and painting of Indoor Hall	3	70.4
22	On Completion of exterior plaster/ cladding / paint work	2	72.4
23	On Completion of interior installations including signage's, window blinds, false ceiling, SS railing etc.	3	75.4
24	On Completion of Site development work	4.5	79.9

	including footpath, external sewerage, distribution line, service trenches, Storm water drains distribution line, peripheral grids etc.		
25	On Completion of E & M Works including Electrical Substation, CCTV, Solar System & Street Lights etc.	4	83.9
26	On Completion of Specialized Badminton court Mat/ Flooring for Indoor Hall	6.5	90.4
27	On Completion of Other Sports Facility including but not limited to Referee Chair, Badminton Net, Table tennis Table, Bench for sports person etc.	4.6	95
28	On Completion of building and external development in all respects as per tender document and to the complete satisfaction of Engineer In charge/ Client Department.	5	100

