

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-10-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-10-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Jal Shakti
विभाग का नाम/Department Name	Department Of Water Resources River Development And Ganga Rejuvenation
संगठन का नाम/Organisation Name	Wapcos Limited
कार्यालय का नाम/Office Name	Wapcos Limited
वस्तु श्रेणी /Item Category	Hiring of Consultancy Services - Percentage based - Architectural Services for various Construction and Renovation works for CBSE Offices; Architect - Data; Yes; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1652000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	28000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

WAPCOS LIMITED

WAPCOS Limited, located at 76-C, Institutional Area, Sector-18, Gurugram  
(Wapcos Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

FINANCIAL QUOTE - [1758706879.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Extendability of contract requirement:**As per tender document

**Last 3 years average business revenue from consulting:**As per tender document

**Number of Consultants on payroll of firms:**As per tender document

**Number of projects completed in India having similar scope & size of proposed project under hiring:**As per tender document

**Profile of Consultants:**[1758710726.pdf](#)

**Pre-qualifications Criteria:**[1758710726.pdf](#)

**Detail of the Project to be managed by Service Provider:**[1758710736.pdf](#)

**Methodology for Measurement of executed Project Value, to be used for Invoicing:**[1758710738.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Evaluation Criteria	100	75	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 75

**Hiring Of Consultancy Services - Percentage Based - Architectural Services For Various Construction And Renovation Works For CBSE Offices; Architect - Data; Yes; Hybrid(As Specified In Scope Of Work) ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Consulting Category/ Stream	Architectural Services for various Construction and Renovation works for CBSE Offices
Consultant's Profile	Architect - Data
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
<b>एडऑन /Addon(s)</b>	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Arun Kumar Baindara	122003,NPCC Building 1st Floor ,Plot No.148 Sec-44	1	<ul style="list-style-type: none"><li>Estimated Value of Project to be Managed : 1652000</li></ul>

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

## OPEN TENDER DOCUMENT

**TENDER No. WAP/CMU-I/2025/CBSE/03**

**Date: 24-09-2025**

<b>Name of Work</b>	<b>Architectural Services for various Construction and Renovation works for CBSE Offices</b>
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**Senior General Manager (CMU-I)**  
**WAPCOS Limited,**  
**Construction Management Unit-I,**  
**NPCC Building, 1st Floor, Plot No- 148, Sec - 44,**  
**Gurugram – 122003 (Haryana),**  
**E-mail – [wss@wapcos.co.in](mailto:wss@wapcos.co.in)**  
**Website – [www.wapcos.co.in](http://www.wapcos.co.in)**

**September, 2025**

## **TENDER INFORMATION**

**NIT No. WAP/CMU-I/2025/CBSE/03**

**Name of Work: Architectural Services for various Construction and Renovation works for CBSE Offices.**

Tenders are invited through E-Tendering System by Sr General Manager (CMU-I), WAPCOS Limited from reputed, experience and eligible firms/companies/agencies for the above subjected work.

The tender can be downloaded by logging on to the websites: [www.wapcos.co.in](http://www.wapcos.co.in), <https://gem.gov.in>

For Registration / Procurement / uploading of Tender and also viewing & procurement of the Corrigendum / Addendum, if any, please visit <https://gem.gov.in>.

Further clarification / corrigendum, if any, will be notified through the GeM Portal.

**Sr. General Manager (CMU-I)**  
**WAPCOS Limited**

Dated: 24-09-2025



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## SECTION – I-A

### GENERAL CONTRACT DEFINITIONS

1.	<p>The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS Ltd. and the Agency, together with the documents referred to therein including these conditions, amendments, specifications, designs, drawings and instructions issued from time to time by WAPCOS &amp; CBSE and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.</p>
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 <b>“WAPCOS Limited”</b>, A Government of India undertaking- Ministry of Jal Shakti, for execution of the “Architectural Services for various Construction and Renovation works for CBSE Offices”.</p> <p>a) Having their Registered office at 5<sup>th</sup> Floor, Kailash, K.G. Marg, New Delhi- 110001 India &amp; include their successors &amp; permitted assigns as well as their authorized officer/ representatives</p> <p>b) The <b>Employer/ WAPCOS</b> shall mean <b>WAPCOS Limited</b>.</p> <p>c) The <b>Principal Client</b> shall mean of <b>Central Board of Secondary Education (CBSE)</b>.</p> <p>d) The expression <b>works</b> or <b>work</b> shall, unless there be something either in the subject or context repugnant to such consultancy, be conducted 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>e) The <b>Site</b> 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>f) The <b>Agency</b> 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.</p> <p>g) The <b>Engineer-in-charge</b> 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>h) <b>Accepting Authority</b> shall mean the Principal Client/ <b>CBSE Tenderer / Bidder</b> shall mean the firm/party who intends to participate in this Notice Inviting Tender</p> <p>i) The <b>Agency/Successful Bidder</b> shall mean the firm or company whose bid</p>

	<p>has been accepted by WAPCOS.</p> <p>j) <b>Award value</b> means the value of the entire work as stipulated in the letter of award.</p> <p>k) <b>Date of commencement of work:</b> The date of commencement of work shall be the date of award of work to the successful bidding agency.</p>
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## SECTION – I-B

### NOTICE INVITING E-TENDER

E-tenders for time-based Consulting contracts are invited through the GeM Portal from eligible Bidders / firms for “**Architectural Services for various Construction and Renovation works for CBSE Offices**”.

- 1.1. The detailed scope of work is given in Section –V of the Tender Document.
- 1.2. EMD of Rs. 28,000/- (Refundable) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana.

The bank account as per details:

Name of Bank: Indian Overseas Bank

Bank Account Number: 193502000000405

IFSC Code: IOBA0001935

Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana

#### **Exemption in EMD:**

The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from the submission of Earnest Money Deposit (EMD) on submission of requisite proof of valid MSME/NSIC/CPO/DIPP Certificates etc.

- 1.3. The bidding process is online <https://gem.gov.in>. Tenderers should be registered on GeM portal and are advised to follow the instructions provided in the 'Instructions to Bidders' for e-submission of the bids.
- 1.4. The tender shall be submitted through GeM portal by the bidder through 02 (Two) Envelopes i.e., Envelope-I (Technical Bid) & Envelope-II (Financial Bid) as per the following schedule. The validity of the bid shall be Ninety (90) days from the date of opening of technical bid.

## SECTION – II DATA SHEET

### 2.1. General Information

SI No.	Item	Details
1	Name of the work	<b>Architectural Services for various Construction and Renovation works for CBSE Offices</b>
2	Employer	WAPCOS LIMITED
3	Construction Cost of Project	Ranges 0.50 Crore to 40 Crore
4	Estimated Cost of Project (Consultancy)	Rs. 14.00 Lakhs only (Considered for eligibility) excluding GST
5	Stipulated Time period for completion	Till the Completion of Works (As per Section V, Clause 5.11)
6	Last Date & Time of submission of Bid	06-10-2025 at 16:00 Hrs
7	Date of Opening	06-10-2025 at 16:30 Hrs
8	Bid validity period	90 days from the date of opening of technical bid
9	Currency of Contract	Indian Rupee
10	Language of contract	English
11	Method of Selection	Least Cost Selection (LCS)
12	Technical Proposal format	Provided [Refer Section VII; FORMS & ANNEXURES]
13	<b>Architect Fee (Maximum)</b>	<b>0.35% of Construction Cost of Project</b>

### 2.2. Micro and Small Enterprises (MSEs) Registered Firms

2.2.1. Purchase Preference limited to exemption from payment of tender document cost and payment of Earnest Money Deposit shall be available to Micro and Small Enterprises (MSEs) REGISTERED UNDER THE CATEGORY OF Consultancy as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhar Memorandum.

2.2.2. The tenderer(s) shall submit the photocopy of a current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST

entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned District Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.

2.2.3. Such MSE registered firms shall be exempted from payment of tender document cost and payment of Earnest Money Deposit.

2.2.4. Definition of MSEs owned by SC / ST is as given below:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.2.5. All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders.

2.2.6. Purchase preference facilities shall not be applicable to this tender, since the quantity cannot be split. In this case, the total quantity shall be offered to the lowest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and Earnest Money Deposit only.

## **2.3. Bid Documents**

2.3.1. Bid documents consisting of e-Tender Notice, tender details, in prescribed.xls format and the set of terms and conditions of contract can be seen on the website: gem.gov.in

2.3.2. The Bid documents will be available in the website from <https://gem.gov.in> the date specified above

## **2.4. Bid Submission**

2.4.1. All Bids are to be submitted online on the Website <https://gemgov.in>. No Bid shall be accepted off-line except the ones mentioned in Para 4.2.4. The Bids shall be received only "online" on or before the last date of submission. The documents related to documents, which are described at Para 4.2.4 must be submitted in hard copy.

2.4.2. After opening of the Technical Bid, the original/downloaded documents as per requirement of the e-Tender Document will be verified by WAPCOS, if required.

2.4.3. After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on the website. Thereafter, a system generated e-mail

confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

- 2.4.4. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.
- 2.4.5. Other details can be seen in the bidding documents.
- 2.4.6. WAPCOS shall not be held responsible for any technical snag or network failure during on-line bidding or late submission of documents by registered/ speed post. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website and timely submission by post. Under any circumstances, WAPCOS shall not be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- 2.4.7. If the documents as per Notice Inviting Tender (NIT) are not submitted along with the bid or shortfalls are noticed, then the offer shall be summarily rejected and no correspondence is to be entertained in this regard with any bidder.
- 2.4.8. The WAPCOS reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.
- 2.4.9. Submission of Bid-Parts
  - a) Envelope - I (Technical-Bid)
  - b) Envelope - II (Financial-Bid)
- 2.4.10. Tenderer shall submit an undertaking that him/her or the firm applying for this particular bidding process has not been blacklisted by any Central/State/UT government department or any other agency. The same needs to be submitted as a self-declaration in the prescribed format.

## 2.5. Instructions to Bidder:



### Objective

Welcome!

In this Module, we will introduce you to Bid participation by Seller for Services.

Enter the User ID, the Captcha text and click Submit.

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Not Registered with GeM ? Sign up to experience the Marketplace  
Register as Buyer Register as Seller

Need help with your Login ?  
Raise a Ticket  
Agents and experts available on a single platform ready to help you  
Contact Us  
Email: helpdesk.gem@govt.in  
Call: 1-1800-419-3436 / 1-1800-102-3436 ( 8 am - 8 pm Mon to Sat )

Enter your User ID  
Type the characters in the box below.  
WQKSFG  
Password shall be entered on next screen post successful GeM login ID and Captcha validation  
Submit

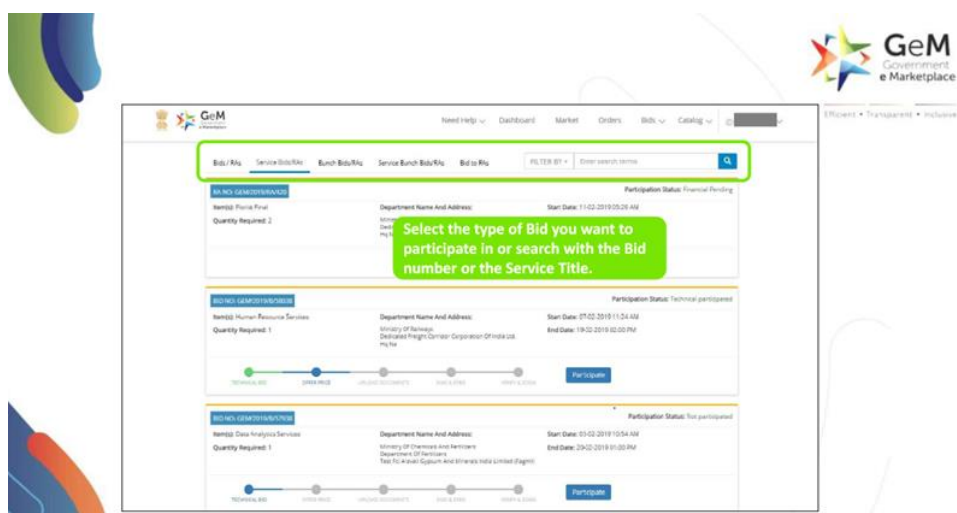
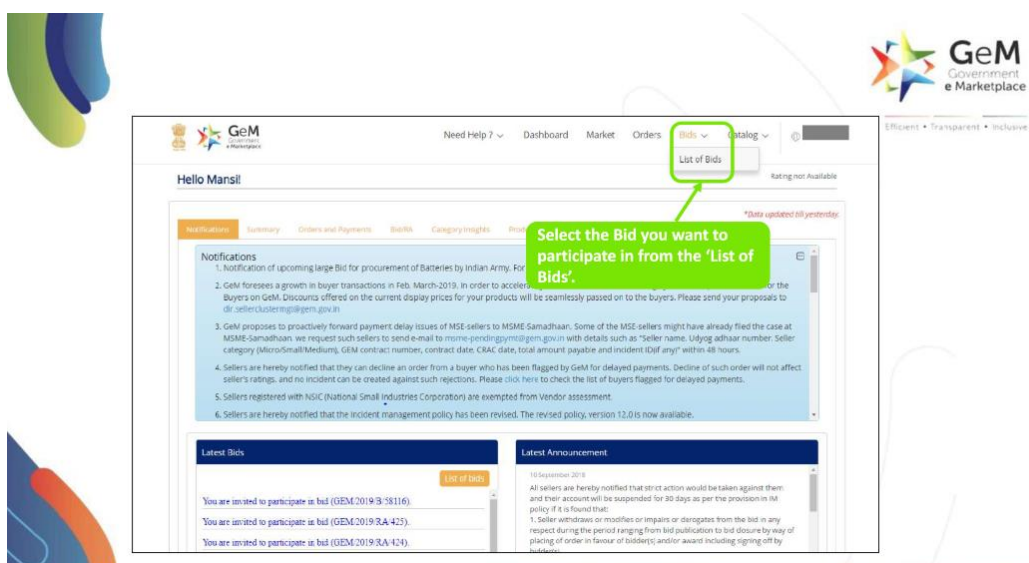
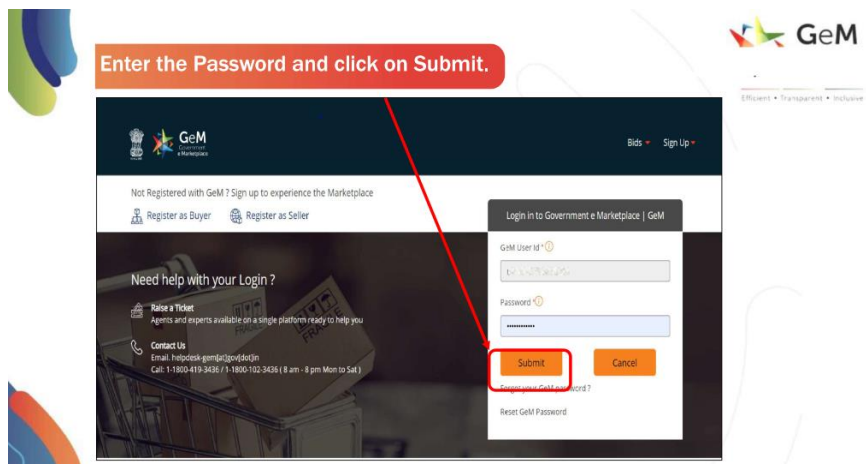
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Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RAs Custom Item Bids/RAs ITEM

**BID NO: GEM/2022/8/102812**

**Item:** Annual Maintenance Service - EPNER System

**Quantity Required:** 1

**Department Name And Address:** Ministry Of Defence  
Department Of Military Affairs  
Chief Engineer Air Force Ground Support Indian Army

**Start Date:** 04-02-2022

**End Date:** 07-02-2022

**Item Details:** Cleaning And Sanitation Service 2.0  
Cleaning And Sanitation Service 2.0  
Cleaning Duties  
Cleaning and Sanitation Service  
Cleaning of school  
Cleaning, Sanitation and Disinfection Service - Outcome Based - Public  
Transport Places: General Cleaning (Sweeping, Mopping, dusting)  
Jail  
Crack or pipe cleaning equipment  
Enzymes or Hydrocarbon Cleaning and Degreasing Enzymes  
Facility Management Service - Manpower Based - Industrial  
Manufacturing, Chemicals & Pharmaceuticals, Chemicals, Engineering

**BID NO: GEM/2022/8/1100**

**Item:** Manpower Outsourcing

**Quantity Required:** 1

**Department Name And Address:** Department Of Legal Affairs  
Direct Income Tax Appellate Tribunal (Itat) Jaipur

**Start Date:** 04-02-2022

**End Date:** 07-02-2022

**BID NO: GEM/2022/8/114400**

**Item:** Manpower Outsourcing Services - Minimum Wage - Sit

**Quantity Required:** 1

**Department Name And Address:** Ministry Of Defence  
Department Of Military Affairs  
Chief Engineer Both Zone Delhi Cantt Indian Army

**Start Date:** 05-02-2022 01:07 PM

**End Date:** 07-02-2022 02:30 PM

**BID NO: GEM/2022/8/116200**

**Item:** Goods Transport Service - Per Trip Based Serv

**Quantity Required:** 1

**Department Name And Address:** Ministry Of Defence  
Department Of Military Affairs  
Supply Depot Indian Army

**Start Date:** 05-02-2022 01:08 PM

**End Date:** 07-02-2022 02:30 PM

**Ask GeM**

**Enter the Service Title here to Search & select the relevant option from recommendations.**

Home / Service Bidding

Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RAs

**BID NO: GEM/2019/05/0100**

**Item:** Human Resource Services

**Quantity Required:** 12

**Department Name And Address:** Ministry Of Commerce and Industry  
Department Of Industrial Policy and Promotion  
Chief Engineer New Delhi Office Of Chief Engineer Of...

**Start Date:** 15-02-2019 09:41 PM

**End Date:** 28-02-2019 09:00 PM

**Participation Status:** Not participated

**BID NO: GEM/2019/05/0100**

**Item:** Cleaning And Sanitation

**Quantity Required:** 1000

**Department Name And Address:** Ministry Of Chemicals and Fertilizers  
Department Of Fertilizers  
New Delhi (Industrial System and Industrial Unit) (Fertilizer)

**Start Date:** 28-02-2019 09:41 PM

**End Date:** 08-03-2019 09:00 PM

**Participation Status:** Not participated

**BID NO: GEM/2019/05/0100**

**Item:** Human Resource Services

**Quantity Required:** 1

**Department Name And Address:** Ministry Of Chemicals and Fertilizers  
Department Of Fertilizers  
New Delhi (Industrial System and Industrial Unit) (Fertilizer)

**Start Date:** 15-02-2019 09:41 PM

**End Date:** 08-03-2019 09:00 AM

**Participation Status:** Not participated

**Click here to Participate.**

**Participate**

**Cleaning And Sanitation (1000)**

**Participate**

**Additional Required Data/Document(s)**

**Text:** TEST

**Cleaning:** 1551171433.pdf

Specification	Bid Requirement	Offered
<b>Core</b>		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
<b>Addon(s)</b>		
Soap	Liquid Soap	Liquid Soap
Broom	Long	Long

**Click here to save and continue.**

**Save and Continue**

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Introduction to GeM  
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Statistics  
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Training Module  
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FAQs  
Video Guides  
Raise a Ticket  
Contact Us  
Document Help  
Sleepmap

13

Technical Specifications comparison.

You can view the technical specifications comparison.

Commodity	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	number of broom	number of broom Price	Number of soaps	Number of soaps Price	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.95	Package	10	Package	10	24	23520
Sub Total								23520
Total Price: 23,520,000 (INR)								

Click here to Proceed

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 20 Lacs.

Quantity: 1

Click here to save your price and continue.

Your price will be encrypted with buyer public key. Now you will not be able to view your price. This can be open with Buyer private key.

ENCRYPT & SAVE

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OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: Choose file No file chosen

Certificate (Requested in ATC): Choose file No file chosen

Seller: Choose file No file chosen

Please Upload Financial Document: Choose File No file chosen

BidCategory

Are you service MSE for this service? Yes No

MSE Category Certificate: Choose file No file chosen

Please upload MSE category certificate for verification

File uploaded: 1643709634.pdf

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

Financial and other document to be uploaded by the seller.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.

OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: Choose file No file chosen

Certificate (Requested in ATC): Choose file No file chosen

Seller: Choose file No file chosen

Please Upload Financial Document: Choose File No file chosen

BidCategory

Are you service MSE for this service? Yes No

MSE Category Certificate: Choose file No file chosen

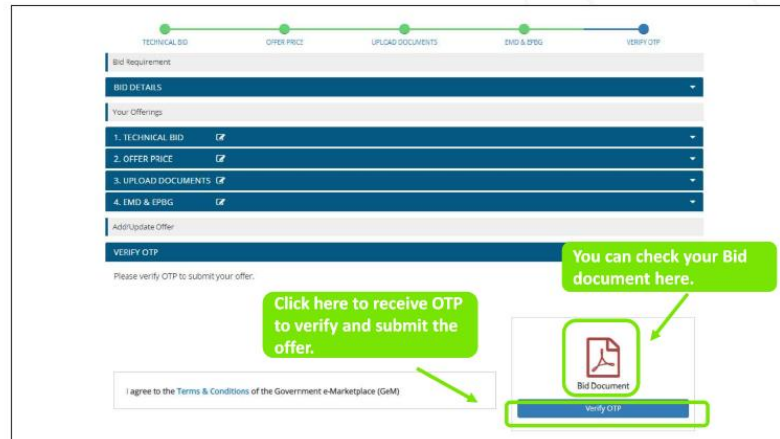
Please upload MSE category certificate for verification

File uploaded: 1643709634.pdf

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

Select "Yes" if you wish to apply for MSE Purchase Preference and Upload the MSE Category Certificate for Verification.



TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

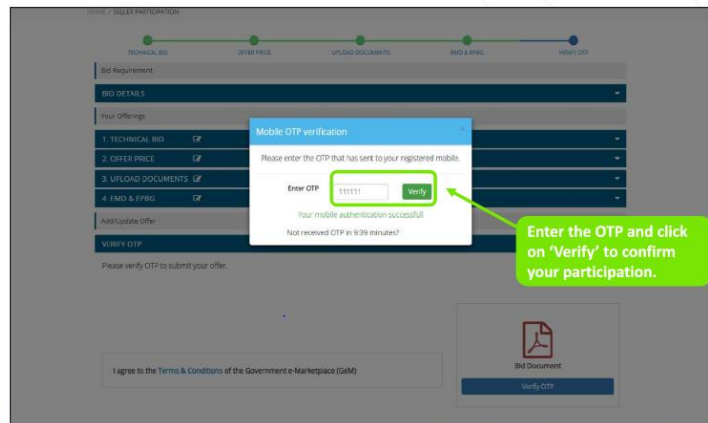
I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Click here to receive OTP to verify and submit the offer.

You can check your Bid document here.

Bid Document

Verify OTP



TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Mobile OTP verification

Please enter the OTP that has sent to your registered mobile.

Enter OTP: 111111

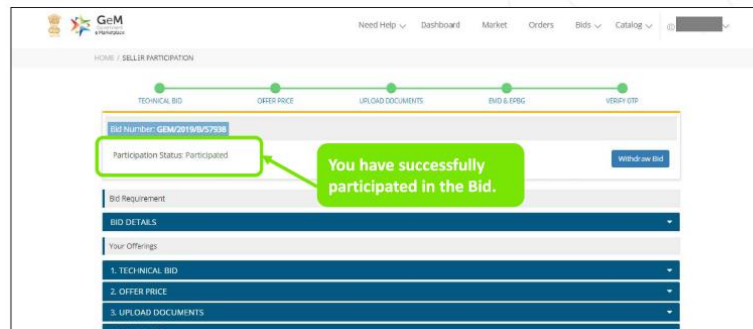
Your mobile authentication successful!

Not received OTP in 9:39 minutes?

Enter the OTP and click on "Verify" to confirm your participation.

Bid Document

Verify OTP



TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM2019M/57508

Participation Status: Participated

Withdraw Bid

Bid Requirement

BID DETAILS

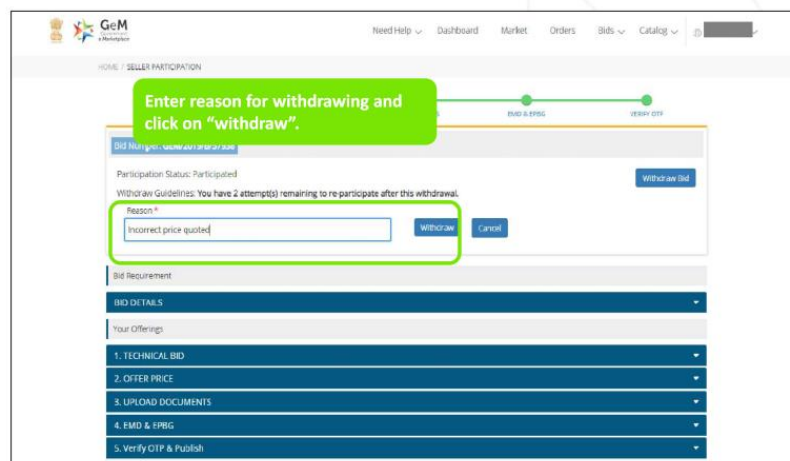
Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒



TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM2019M/57508

Participation Status: Participated

Withdraw Bid

Withdraw Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.

Reason \*

Incorrect price quoted

Withdraw Cancel

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

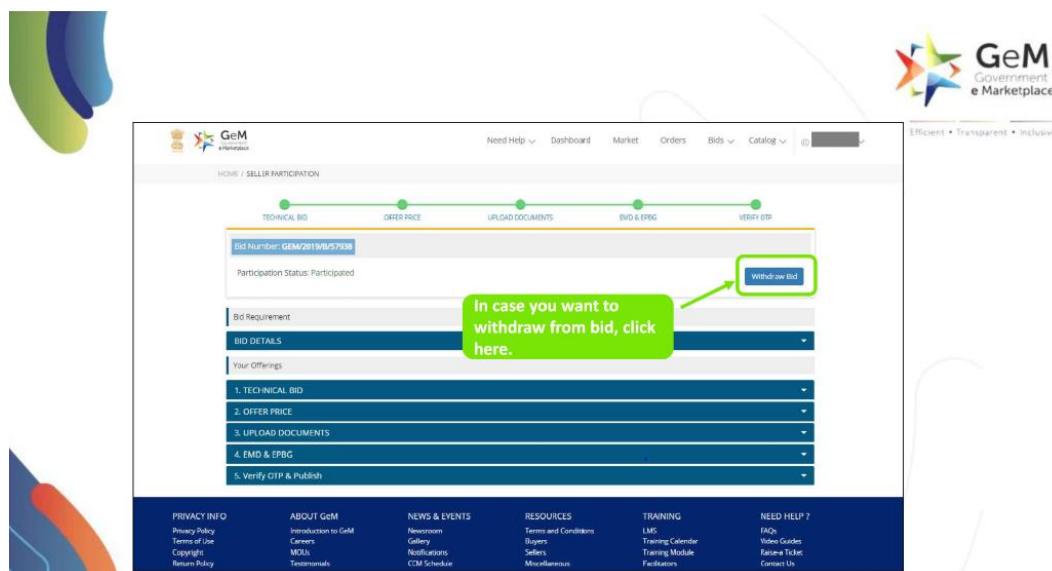
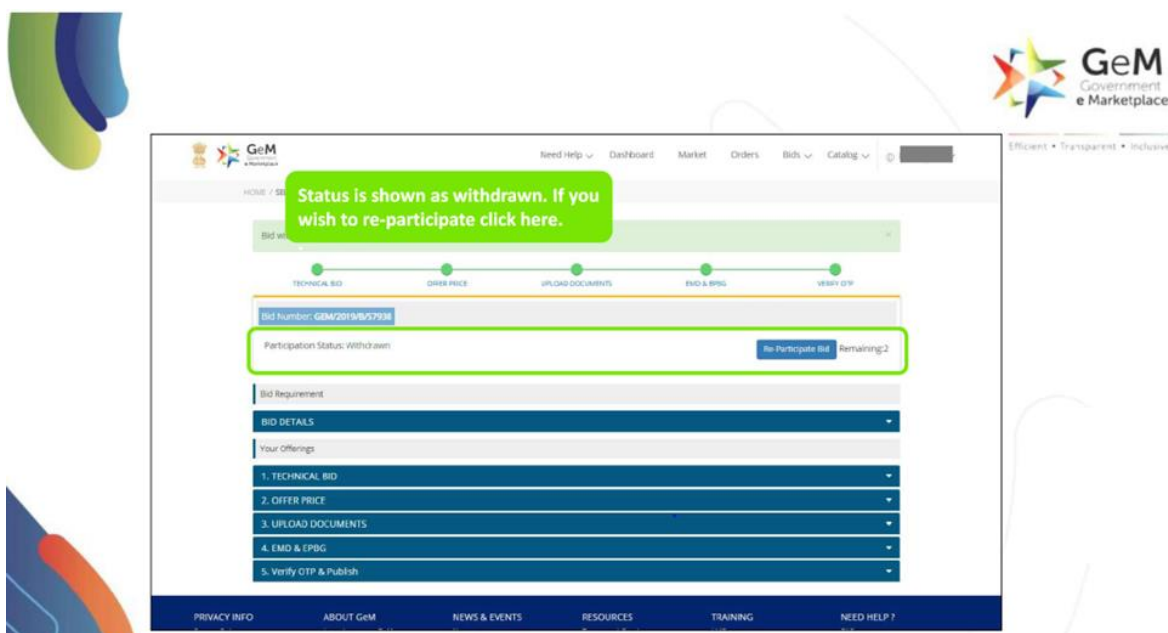
3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒

5. Verify OTP & Publish

Enter reason for withdrawing and click on "withdraw".





## 2.5.6 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) For any technical related queries please call at 24 x 7 Help Desk Number
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436 (9:00 am - 10:00 pm Mon to Sat )
- 4) Help Desk Outbound No's : 07556681401, 07556685120, 01169095625

**For & on behalf of Tenderer**

### SECTION – III ELIGIBILITY & EVALUATION CRITERIA

#### 3.1. **Basic Eligibility Criteria for Bidders:**

Bidders must read carefully the minimum conditions of eligibility provided herein. Proposals of only those Applicants who satisfy the conditions of eligibility will be considered for evaluation.

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

The Technical Bid shall be uploaded **with colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list.**

**Check List Table-01**  
**(Basic Eligibility Criteria)**

SN	Particular / Criteria	Yes / No.	Page No.
a)	Original Authorization Letter to sign the Tender.		
b)	Covering letter (Letter of Transmittal) as per format given in tender document.		
c)	Coloured Scanned copy Bid Security in accordance with Sr. no. 1.2 of Notice Inviting E-Tender, Section 1-B		
d)	Yearly sales Turnover and Audited Balance Sheet for Last 03 (Three) years ending on the financial year 2024-25. <b>(Form-A)</b> . The requisite certificates <b>(Form-A)</b> must be certified by Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal.		
	<ul style="list-style-type: none"> <li><b><u>Profit/ Loss (after Tax):</u></b> The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last 03 years ending 2024-25 duly audited by the Chartered Accountant.</li> </ul>		
	<ul style="list-style-type: none"> <li><b><u>Turnover:</u></b> Average annual financial turnover of bidder should be at least Rs. 7.00 lakhs during the immediate last 3 consecutive financial years ending 2024-25.</li> </ul>		
	<ul style="list-style-type: none"> <li>Full Balance Sheet and Profit &amp; loss Statement of Bidder, duly audited by Independent Chartered Accountant.</li> </ul>		
	<ul style="list-style-type: none"> <li>The net worth of the bidder should be positive during the last three financial years.</li> </ul>		

SN	Particular / Criteria	Yes / No.	Page No.
	<b>Note:</b> There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit & Loss Account (Audited) for last 03 years shall be uploaded.		
e)	<p>Should have satisfactory completed / provided Architectural and Engineering Consultancy services in India along with associated works of similar nature in single contract during last 7 years ending on closure date of NIT for</p> <p>(a) One similar work costing not less than 80% of the estimated cost of the project;  <b>or</b>  (b) Two similar works costing not less than 50% of the estimated cost of the project;  <b>or</b>  (c) Three similar works costing not less than 40% of the estimated cost of the project</p> <p>Similar Work means <b>Architectural and Engineering Consultancy Services carried out for Construction of Residential / Non-Residential/ Institutional / Commercial Building works.</b></p>		
f)	<p>Solvency/ Bankers Certificate (40% of estimated cost excluding GST) Or Net Worth Certificate (10% of estimated cost excluding GST). The Bidder / Company should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency/ Bankers Certificate issued from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in prescribed Form 'B-1' should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT &amp; last date of submission of Bids, including extensions if any and shall be addressed to "WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The certificate shall be submitted in original and the colour / b&amp;w copy / scanned copy shall not be accepted.</p> <p>OR</p> <p>The bidder should submit Net worth Certificate of minimum 10% of estimated cost of the work issued by the Chartered Accountant including mentioning of UDIN No. of Chartered Accountant (on the format prescribed in Form B-2)</p> <p>Note: The Solvency/ Bankers Certificate will be verified</p>		



SN	Particular / Criteria	Yes / No.	Page No.
	from the issuing authority by WAPCOS prior to opening of Financial Bid. The Net Worth Certificate signed by Chartered Accountant will be verified from ICAI Portal.		
g)	Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job(s) executed during last seven years. Completion certificate needs to be enclosed.		
h)	<p>The bidder shall be a company incorporated in India under the (Indian) Companies Act, 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with technical proposal. <b>Joint Ventures are not accepted.</b></p> <p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C)</b>. The bidder must have a registered office in India. Copy of proof of office to be submitted with technical proposal. Acceptable public documents in this regard are copy of Certificate of enlistment, electricity bill and landline telephone bill, etc.</p> <ul style="list-style-type: none"> <li>• Power-of-Attorney supplemented with Board resolutions, if any.</li> <li>• Consortium Agreement, If any.</li> </ul>		
i)	The bidder/firm must have a valid PAN card. Copy of PAN card to be submitted with technical proposal.		
j)	The bidder/firm must have a valid GST registration.		
k)	The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/Tender/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. The Format of undertaking as per <b>(Form-D)</b> . 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.		
l)	Letter of Understanding the project site on Bidder's Letter		

SN	Particular / Criteria	Yes / No.	Page No.
	Head <b>(Form-E)</b> .		
m)	'No Deviation Certificate' in prescribed format on Bidder's Letter Head. <b>(Form-F)</b> .		
n)	Bidder shall submit Information on Litigation History, Liquidated Damages, Disqualification etc. on Bidder's Letter Head.		
o)	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.		
p)	A Certificate regarding non-disclosure/sharing of confidential information with third parties on Bidder's Letter Head to be submitted.		
q)	CV / Resume of Key Personnel as Desired in the Tender		
r)	Duly filled Copy of this Checklist with Page Nos. and Necessary input as mentioned.		

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

### 3.2. **CRITERIA FOR EVALUATION:**

#### 3.2.1. **Method of Selection**

CBSE has various Regional and Sub-Regional Offices across India. This NIT is intended to select maximum 05 Agencies (one for each region) for providing the services as per scope of work mentioned in the NIT. The regions have been categorized in 05 as per detailed below:

S.No.	Name of Region	States/UTs Covered
1.	<b>North</b>	Himachal Pradesh, Uttarakhand, Punjab, Uttar Pradesh, Jammu and Kashmir, Ladakh
2.	<b>Central</b>	Madhya Pradesh, Delhi, Haryana, Chandigarh
3.	<b>East</b>	Bihar, West Bengal, Odisha, Jharkhand, Arunachal Pradesh, Meghalaya, Manipur, Mizoram, Nagaland, Sikkim, Tripura, Assam
4.	<b>West</b>	Rajasthan, Maharashtra, Gujarat, Goa, Dadra and Nagar Haveli and Daman and Diu,

		Chhattisgarh
<b>5.</b>	<b>South</b>	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Lakshadweep, Puducherry,

The method of selection is Least Cost Selection (LCS). The bidder has to submit both technical and financial proposal at the same time. Minimum qualifying marks for the quality of the technical proposal are 75 out of maximum 100.

The technical proposals shall be opened first and evaluated and the bidders who are qualifying as per the technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be rejected.

Financial proposals shall be opened for only eligible and responsive bidders and ranked. L-1 offer out of the responsive offers shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal. The L-1 Bidders shall be selected for each region separately as per lowest quote by them. Bidders are allowed to quote in all regions however one bidder shall be awarded only one Region. If any bidder is L-1 in more than 01 regions then the L-2 bidder of those Regions shall be awarded those regions if they consent for the L-1 charges of that Region. If L-2 bidder is not interested for same then the L-3 bidder shall be called for same and so on.

### 3.2.2. Criteria For Evaluation

#### a) Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 75 marks or more out of 100 shall qualify for further consideration.

Each Key Personnel must score a minimum of 70% marks as per the evaluation criteria mentioned below.

Eligible Assignment for the purpose of Technical evaluation of Applicant Firm and Key Personnel are as under: -

**Evaluation of Key Personnel** will be done as under:-

The scoring criteria to be used for Evaluation of Bids shall be as follows

<b>Sl. No.</b>	<b>Description</b>	<b>Marks out of 100</b>
<b>1.0</b>	<b>Manpower to be deployed for the Project:</b>	<b>Max:30</b>

<b>Sl. No.</b>	<b>Description</b>	<b>Marks out of 100</b>
1.1	Team Leader – Architect (Minimum Qualification - B Arch with 07 years' experience) (weightage shall be given for experience in new construction technologies works)	10
1.2	Structural Expert (Minimum Qualification - Masters/MTech Structures with 07 years' experience) (weightage shall be given for experience in new construction technologies works)	10
1.3	MEP Expert (Minimum Qualification – B.Tech Civil/Mechanical with 05 years' experience)	05
1.4	Quantity Surveyor (Minimum Qualification – B.Tech Civil with 05 years' experience)	05
<b>2.0</b>	<b>Experience of similar works during last 07 years successfully completed</b>	<b>Max: 20</b>
2.1	Minimum Eligibility Criteria	15
2.2	More than twice the Minimum eligibility	05
<b>3.0</b>	<b>Approach and Methodology</b>	<b>Max: 50</b>
3.1	About the Company and Organisational Structure	10
3.2	Understanding of Project	10
3.3	Concept Plan	20
3.4	Design and Cost control during execution	10
	<b>Grand Total</b>	<b>100</b>

**b) Evaluation of Financial Proposal**

In the second stage, the financial evaluation will be carried out as per this clause. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

WAPCOS will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidders.

The firm offering lowest Financial Proposal shall be invited for negotiations.

**c) Award of Contract**

The Letter of Award shall be issued to the selected Architect Firms and as detailed in Clause 3.2.1. The Architect Firms have to sign the agreement with the client within 15 days of issue of Letter of Acceptance. The EMD as submitted by the successful bidder shall be kept with WAPCOS and forms the part of agreement. This EMD shall be released upon the completion of services/ engagement period as per clause 5.11.

The firm is expected to commence the Assignment on the date and at the location as Instructed by the client.

**d) Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. The bidder is suggested to present your Technical Proposal divided into the following three chapters:

- a.** About the Company and Organisational Structure  
Bidders are advised to put-up Introduction about their organization, expertise, glimpse of works with photos, organization structure and brief details of Technical strength
- b.** Understanding of Project  
Bidders are advised to details the understanding of the project, identification of areas to be worked
- c.** Concept Plan to accommodate various departments of CBSE in a Building (Preferably Two and Three Floors)
- d.** Design and Cost control during execution  
Methods to be adopted by Architect for cost control in accordance to the design approved by WAPCOS

## SECTION – IV SUBMISSION OF PROPOSAL

### 4.1. Documents To be submitted

Documents to be Scanned and uploaded online within the period of bid submission as per Check List Table-01 (Basic Eligibility Criteria) at Clause 3.1 under Section-III of this Tender Document.

### 4.2. Proposal Submission:

4.2.1. Interested Bidders should submit tender fee, technical proposal (Envelope- I) and financial proposals (Envelope-II) as complete submission for the assignment for **“Architectural Services for various Construction and Renovation works for CBSE Offices ”**.

4.2.2. The entire bid-submission would be online on GeM Portal: <https://gem.gov.in> before participating tender online, read ‘Instructions to Bidders’ carefully. Broad outline of submissions are as follows:

### 4.2.3. Submission of Bid-Parts

- a) **Envelope I (Technical-Bid):** Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology and Activities Schedule & Deliverables, Time period and any other information highlighting the capability of the Bidders. Technical Proposal must be submitted in the form of all the duly signed forms as per Appendices of Tender Document. Technical Proposal should be a complete document. The same is to be duly signed by Authorized representative who has the capacity to sign along with Authorization Letter.
- b) **Envelope II (Financial-Bid):** It shall contain the Price Bids for the assignment as per the format provided. In the Portal, a Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall fill the amount in figures only. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self- generated

### 4.2.4. Offline submission of documents:

The Bidder must submit following Document offline also.

1. **All the documents in ORIGINAL, mentioned in “Section-III: Eligibility & Evaluation Criteria” in clause 3.1: Basic Eligibility Criteria for Bidders i.e. at Sr. No. (a) to (r) along with checklist & page numbering** 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 Bid Security in the form of Demand Draft** in separate sealed envelope clearly labeled as “BID SECURITY” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

***NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected.***

## SECTION- V

### TERMS OF REFERENCE AND SCOPE OF WORK

#### 5.1 INTRODUCTION

The Central Board of Secondary Education (CBSE) is one of the most prominent national-level education boards in India.

To manage the large number of affiliated schools across the country and abroad, CBSE has set up Regional Offices. Each regional office oversees affiliation, examination, training, and administrative work in its jurisdiction. At present, CBSE has 23 Regional Offices,

CBSE intends to construct new Office buildings and renovation works for existing offices for efficient working and to cater the future needs of department across the Country.

- The tentative cost for renovation/interior works may be ranging from Sixty Lakh (60 Lakh) and above (as per GFR Rule 133).
- The tentative cost for construction of Sub Regional Offices may be from Ten Crore (10 Crores) and above or as per CBSE requirement.
- The tentative cost for construction of Regional Office & COEs may be from Forty Crore (40 Crores) and above or as per CBSE requirement.

This NIT intends to engage the Architect Firms for delivery of services in accordance to Clause 5.2 for New Construction/Repair/Renovation or any minor works as mentioned above. The Architect Firms are bound to deliver the services as per works assigned to them Region wise also in accordance to Clause 3.1.

The awarding process for Architect firms has been detailed in Clause no. 3.2.1. CBSE has engaged WAPCOS to priorities the establishment of their New Regional and Sub-Regional office and renovation of existing offices for efficient working of their organization. The completion of the projects timely is most essential. Thus, this NIT intends for selection of separate Architects for all 05 Regions to deliver the required outputs desired by CBSE in timely manner. The award of a particular region to the any architect doesn't guarantee for further assigning of all construction/development works to them by WAPCOS. WAPCOS shall decide further to whom to award the works for all five regions based on review of their performance/delivery time/presentation/capability etc. For e.g. WAPCOS may award the works of North Region to the L-1 Architect firm of East Region on the L-1 cost of North Region in mutual consent of Architect of East Region only. The North Region Architect may not claim/question of said assignment of works. This shall be applicable for all regions and respective L-1 Architect Firms.

If the performance of any architect is found to be poor and deliverables are not as per timelines mentioned in the NIT or the Architect refuses to take-up the works, then the works/balance may also be assigned to the L-1 Architect of other Regions based on sole decision of WAPCOS. The payment corresponding to further milestones shall be release to the other architect firm.



## **5.2 SCOPE OF WORK**

### **5.2.1 Brief Scope of Work**

- a) Geographic and Regional Risks of the site (should include, but not limited to soil quality, air testing, humidity testing, water testing etc.)
- b) Site-related Risks viz. Seismic Study etc.
- c) Topographical analysis of surroundings which would form basis for the development of design. Preparation of Conceptual plans and finalizing with the competent authority after discussion with Employer for the assessment of the area requirement.
- d) Preparation of presentation drawings including Power Point Presentation, walk through, 3D paper model of all plans, elevations, sections and perspective views for presentation to Employer including providing soft copies.
- e) Preparation of various works drawing like layout plan, center line plans, foundations and footing details, plans of all floors, elevations, sections etc. Preparation of Detailed Estimate, Tender Documents and BOQ with reference to latest DSR and market rate analysis for Non DSR items with detailed specifications.
- f) Preparation and submission of services drawings such as plumbing layout, electrical drawings, HVAC drawings, firefighting, CCTV networking, IT networking etc.
- g) Preparation and submission of architectural working details like elevations, staircase, lift details, toilet details, reception, kitchen detail/ Pantry etc as specified in scope of work.
- h) Preparation and submission of landscape, parking and outer site development plans including roads with detailed estimate and tender document.
- i) Building Plan including General Arrangement Drawing to be submitted first. After approval from the client, detailed drawing to be prepared. It should be submitted before commencement of the work for approval.
- j) Presenting the work of various stages to CBSE/ WAPCOS and deliberating various aspects of the displays and their approval.
- k) All structural drawings are to be vetted by IIT/NIT.
- l) The Architect shall, in providing the services exercise exceptional skill and care in conformity with the normal standards of the Architect's profession as per the scope of work.
- m) The Architect must ensure proper Topo survey and Geo-tech investigation of site before submission of detailed estimates and drawings. Firm must ensure

the visit of structural/geotechnical expert to be sure about the foundation type and design so that no deviation or extra items comes into later execution stage.

- n) Architect must prepare the detailed estimates with proper attention and seriousness. He must ensure that no deviation comes into later execution stage for Civil/Electrical/Mechanical or other works submitted in the estimates unless CBSE the directives of CBSE.
- o) In case deviations exceedingly more than deviation limits as per CPWD GCC 12.2 C and in consideration to above clauses m, n and o, the deductions shall be applied to the payments of Architect on average sum of deviated % of all deviated quantities.
- p) In case of extra items to be incurred in the project at execution stage due to negligence of Architect then the % cost consideration w.r.t. project cost shall also be deducted from Architect payment.
- q) All approvals / clearances from concerned departments such as Local Body Approval, Approval of Archeological Survey of India (ASI), Fire-fighting etc. as applicable shall be the responsibility of the selected bidder. The CBSE/WAPCOS, if necessary, shall assist to get the necessary approvals / clearance from these Departments.

## **5.2.2 Detailed Scope of Services for Preparation of Detailed Project Report**

### **a) Conceptual plans with approvals.**

The conceptual plans are to be prepared on the basis of detailed surveys, measurement of land, and verification of data, historical facts, site conditions and requirement of facilities.

### **b) Detailed scope of services for preparation of Detailed Project Report**

- Topographic Survey
- Soil Investigations
- Preparation of Detailed plans.
- Engineering designs and Drawings for complete structures.
- Detailed Bill of Quantities and Cost Estimation.
- Tender drawings and Tender Documents.
- Agency should include & take due care of latest relevant town planning guidelines / clauses/norms applicable for the above said area.
- Agency must submit detailed structure drawings along with DPR to avoid deviations/extra items while execution
- Agency should submit all concepts, drawings theme based on authenticated facts. Responsibility to include correct historical facts will solely will be of consultant.
- Agency should put up and get approved all concepts, display models at every important stage of the work by the Employer.
- Facilitate, design and prepare architectural and Structural drawings including common area interiors, interior design, furniture design,

structural design and drawings, layout drawings for water supply and drainage, electrical installations including UPS, generators and air-conditioning, fire-fighting installation and security systems as applicable, detailed estimates of cost and all such other particulars as maybe necessary for preparation of the bill of quantities and take all the necessary statutory approvals from the authorities and departments.

- Prepare detailed tender documents for various works viz., general building works, common area interior works, air-conditioning, fire fighting installation and specialist services such as water supply and sanitary installation, electrical installation, etc., complete with articles of agreement, special conditions, conditions of contract, technical specification, bill of quantities etc.

### **c) Detailed scope of services during for Execution of Work**

- Take WAPCOS instructions; visit the site, prepare and submit Site and Architectural plans as per requirements including preparation of alternatives and carrying out necessary revision till the plans are finally approved by Employer and Concerned Authorities in accordance with the rules / codes / standards, regulations etc. of State Government and Government of India.
- Prepare required detailed drawings on receipt of approval of the plans by Employer. Topographical survey and site investigation shall be carried out provided by Architect.
- Facilitate, design and prepare architectural and Structural drawings including common area interiors, interior design, furniture design, structural design and drawings, layout drawings for water supply and drainage, electrical installations including UPS, generators and air-conditioning, fire-fighting installation and security systems as applicable, detailed estimates of cost and all such other particulars as maybe necessary for preparation of the bill of quantities and take all the necessary statutory approvals from the authorities and departments.
- Prepare detailed tender documents for various works viz., general building works, common area interior works, air-conditioning, fire-fighting installation and specialist services such as water supply and sanitary installation, electrical installation, etc., complete with articles of agreement, special conditions, conditions of contract, technical specification, bill of quantities etc.
- Prepare such further details and drawings as are necessary for proper execution of the works.
- No deviations or substitutions should be authorized by the firm, if any, before obtaining prior approval of Employer
- Assist Employer in Certification after test/commissioning/final inspection and check as the case maybe, the completion of the work and/or

satisfactory functioning of the system in services and utilities as the case maybe.

- On completion of the work / satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply five (5) sets of "as-built" drawings along with the Completion Report with relevant calculations of the design/engineering for the records of WAPCOS. The firm shall verify and confirm that identification marks are made on all service installations/cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
- Wherever the work involves any structural design/additions/alterations, the firm shall furnish one complete set of structural design and its calculations for Employer approval.
- Assist Employer during inspection of work by the officials of the various departments, record their observations and help rectification as per the observations of officials, if any.
- Assist Employer in all arbitration proceedings between the contractor/s and WAPCOS. The Architect also provides necessary information to Employer in such proceedings and prepares report/replies to the claims of the contractor.
- Advise Employer well in advance regarding steps to be taken to discharge its responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- The firm shall attend periodical review meetings as mutually agreed for smooth completion of work and attend meetings as called by Employer.
- During planning stage, the Architects/or its representatives shall visit WAPCOS office for finalization of plans, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required.
- During planning & execution of the work, the firm shall visit the site/office (around one visit in a month or as required by Employer) for inspection and quality surveillance, and assessing progress of work, and clarifying any other details and drawings as maybe required.
- The firm shall submit monthly Progress Reports (MPRs) and Quarterly Progress Reports (QPRs) in the templates prescribed by WAPCOS.
- The firm shall provide Green Building Design and GRIHA Certification. The services shall be provided during Planning Phase, Design Phase, Tender and Bidding, Construction and Post Construction Phase.

- The firm shall enter into an Agreement/MoU with Employer in the prescribed form and abide by the provisions of the Agreement/MoU.
- The firm shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to WAPCOS.
- All services as stated above and as stated in the form of Agreement/MoU and any other services connected with the works usually and normally rendered by the firm but not referred to herein above shall also form part of the services.
- The fees quoted by the firm shall include all the above-mentioned services required to be provided by the firm in connection with this project.
- In case of any dispute, the decision of the CMD, WAPCOS shall be final and binding on all.

### 5.3 DELIVERABLE

Sl. No.	Deliverables	Timelines
<b>A.</b>	<b>Detailed Project Report Stage</b>	
(i)	Submission of Concept Plan, Elevations, 3d Views or Walkthrough Model (if desired by CBSE)	10 Days
(ii)	Submission of Draft Detailed Project Report (DPR) including Architectural & Structural Drawings and Estimates of all components	21 Days after approval of concept plan by CBSE
(iii)	Submission of Final Detailed Project Report (DPR) including Architectural & Structural Drawings and Estimates of all components	07 days of approval of Draft DPR
(iv)	Submission of Tender documents along with BOQ and Tender drawings	07 days of approval of Final DPR
<b>B.</b>	<b>Construction Supervision and Commissioning</b>	
(i)	Local Body Approvals and Vetted Structural Drawings	Within two months of award of work
(ii)	Submission of GFC & Structural Drawings	As the work progresses
(iii)	As-Built drawings and Completion Report	Upon Completion

### 5.4 Payment Schedules

The Payment shall be released, on back-to-back basis (Same on receiving from CBSE), as per the following phases for each individual project:

Sl. No.	Reports	Payment in % of Quoted Value
1	Submission of Detailed Project Report including Detailed Estimate	10%
2	Approval of Detailed Project Report including Detailed Estimate	20%
3	Submission of Tender Documents	10%
4	During Construction Supervision, equal running bills on Submission of Progress Reports (each on 20% progress achievement of project)	50%
5	Approval of Completion Report and As-built Drawings.	10%

The ranges of Construction cost of the projects have been mentioned in the data sheet are for Bid eligibility purpose only as the numbers of works and cost are not yet decided by CBSE. CBSE shall assign the works to WAPCOS only upon the procurement & handing over of land or as per their administrative requirements. The Architect firms shall be assigned the works/project only upon same is assigned by CBSE to WAPCOS. The selected architect firms shall not make any financial/legal claims if works are not assigned to them. This Tendering process is for selection of eligible architect firms to deliver output as per scope of work set forth in the NIT. Thus, the tentative cost of works to be assigned in the engagement period is not defined here. However, Architect Firms are required to submit the PBG for each individual project assigned to them based as per clause no. 6.5.

### 5.5 Key Responsibilities of the Architect Firm/Agency

- (i) Subsequent to award of work and signing of the agreement, the Agency shall immediately deploy his technical team/ Manpower at the site for taking up the assignments under intimation to Employer. Agency shall carry out the study in a professional manner using qualified experts and appropriate personnel. They will endeavour to implement the assignment with diligence within the agreed period.
- (ii) Agency shall employ all required Technical persons of adequate experience in consultancy activities for taking up the assignments.
- (iii) The planning, designing of the project shall be done by the Agency. The Agency shall prepare detailed estimates, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Employer. While detailing the scheme, Agency shall provide only those requirements, which can be accommodated as per priority decided mutually between Employer & Agency.
- (iv) All the Plans/Drawings etc must be prepared as per the statutory norms for building, as per the relevant IS codes/ specifications/ norms and the prevailing government guidelines/local authorities. Agency shall submit all structural design calculation along with the structural drawings.

- (v) The Agency shall conduct the Stakeholder meetings whenever and wherever required with comprehensive background note with proposed concept and action plans through presentation including logistics. Whereas Employer will provide the necessary coordination support required from Principal Client The suggestions and out comes from the stakeholders shall be suitably incorporated in the report.
- (vi) Extra/Additional Works under circumstances of field works falling outside the project area, such works shall be undertaken on consent from principal client. However, this shall not be applicable for the studies & concept plan works. The rates for such works shall be paid on mutually agreed rates.
- (vii) Agency shall prepare the detailed estimate in line with architectural, plan, elevation and structural drawings from DSR and LMR analysis for non DSR items. All the approvals related to Survey & Investigations for successful completion of report is deemed to be included in the quoted rates.
- (viii) Agency shall prepare the tender documents comprising the technical specification and detailed BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing Agencies.
- (ix) Agency shall provide a List and detailed specification for procurement of furniture for the project.
- (x) All Expenses for preparing the drawings, soil testing, preparing the reports, all transportation expenses, site establishments, accommodation of staff, water and electricity etc shall be borne by the Agency.

## **5.6 RESPONSIBILITIES OF WAPCOS LIMITED**

For effective and efficient completion of the assignment, WAPCOS will provide facilities and assistance from the client which are given below:

- (i) Initially, a team of engineers on request of the Agency shall visit the site and provide necessary input to the agency.
- (ii) WAPCOS may provide the inputs, reports, data and services appropriate to achieve the objectives of the study (only if available). However, the agency shall be responsible for the analysis and interpretation of all data and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.
- (iii) As and when, any clarification is required by the Agency, the team of engineers shall be in readiness to sort out the issue.
- (iv) After the presentation of three alternative plans/drawings/layouts by the Agency; the principal Client shall communicate their approval within a week time. As and when required Principal Client shall pay visit to the site to review the progress of the work.
- (v) WAPCOS shall render necessary assistance for procurement of all data / information as available on the project area / project which may be in the

form of reports, maps, drawing books, manuals etc. to the Agency. No classified secret information supplied to Agency will be divulged by their personnel to any unauthorized person without the consent of WAPCOS.

- (vi) WAPCOS shall arrange for necessary introduction and other formalities with all other connected departments / offices and other related departments / offices to enable the Agency to collect data available elsewhere and to interact with such agencies, if need be, in connection with this work
- (vii) Agency's experts and staff working for this project shall have free access and unrestricted movement in the project area in their day-to-day operations.
- (viii) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material including the cost of cartage of samples to and from the laboratory shall be reimbursed to the Architect Firm if same is paid by CBSE to WAPCOS
- (ix) The cost towards vetting of design/drawings from any Reputed/IIT/NIT Institutes and/or their services for consulting any matter concerning the projects shall be reimbursed to the Architect Firm if same is paid by CBSE to WAPCOS

#### **5.7 Consultancy Charges**

The Consultancy Charges for the assignment shall be at the rate as mentioned in financial proposal. The consultancy charges shall be restricted to actual cost of work or DPR cost whichever is less.

#### **5.8 Statutory Fees & Taxes**

The Agency charges are inclusive of statutory fees and applicable Taxes.

The prevailing rate of taxes at the time of payment shall be applicable and shall be reimburse the GST to the Agency on actual basis. Currently the prevailing Goods and Service Tax rate is 18%.

#### **5.9 Commencement of Work**

The date of Commencement of Work will be reckoned from the date of award of work.

#### **5.10 The Programme**

The Agency and WAPCOS hereby acknowledge and agree that the expeditious preparation and implementation of a programme is of paramount importance in ensuring the proper and effective monitoring and management of the progress of the Works and the co-ordination of the same with any Related Works. Accordingly, the Agency agrees to co-operate fully with WAPCOS Limited in adopting the procedure set out herein so as to ensure that the Programme is submitted as specified in the clauses below.



The Agency shall submit an Initial Programme to WAPCOS Limited Representative within [seven (7)] days of the letter of Award (LOA) and monthly progress thereafter. The Initial Programme shall show the order in which the Agency proposes to carry out the Works in the first [90 (ninety)] days following the LOA. The Initial Programme shall have regard to, and be consistent with the Time for Completion. The Initial Programme shall be maintained in a “rolling format” updated and submitted on a monthly basis. Every month, the Programme shall show progress for the [30 (thirty)] days immediately prior to the data date and proposed works for the [60 (sixty)] days following the data date (the “data date” being the date on which progress is updated on the programme).

If, at any time, the WAPCOS Limited Representative gives notice to the Agency that the Programme fails (to the extent stated) to comply with the Contract or fails to be consistent with actual progress of the Works and the Agency’s stated intentions or will so fail, the Agency shall submit to the WAPCOS Limited Representative a revised Programme showing the modifications to the Programme as may be necessary to reflect actual progress of the Works and so as to ensure Completion by the Time for Completion.

#### **5.10.1 Review Meetings**

Within the first week of every month from the issue of the Notice to Proceed during the Execution Period or at such intervals as WAPCOS Limited Representative may direct, the Contractor shall meet with WAPCOS Limited Representative and any of the Relevant Authority and any Related Works Agency and any of their respective advisers as will be reasonably entitled to attend, to review the development of the design and Execution of the Works (“Review Meetings”).

The WAPCOS Limited Representative shall, [3 (three)] days prior to the date of a Review Meeting circulate an agenda (as agreed with WAPCOS Limited Representative) to all those attending and copies of any Contractor's Documents or drawings, data or information of any kind to be presented at such meeting. All Review Meetings shall be chaired by WAPCOS Limited Representative.

The Agency shall take cognizance of any comments or objections raised at any Review Meeting by WAPCOS Limited Representative, WAPCOS Limited, any Relevant Authority, any Related Works Contractors and any of their respective advisers.

Any comments or objections raised by the WAPCOS Limited Representative at any Review Meeting shall be without prejudice to a review of any Agency Documents by the WAPCOS Limited Representative.

**5.11 Project Duration**

The CBSE has engaged WAPCOS as the Executing Agency initially for one year which is further extendable upto 02 more years. WAPCOS based on the performance of the Architect Firms shall also extended the engagement period upto 03 years. It is understood that the engagement period is automatically stands extended/live if the works assigned in the initial one-year period is ongoing. In case of extension upto 03 years, the Quoted charges by Architect firms shall remain fixed and no variation/increment shall be entertained in any case.

**5.12 Extension of Time:**

If the work is extended beyond stipulated period for the reason beyond the control of the Agency, suitable extension of time will be given to the Agency, upon submission of request for Extension of Time with detailed justification of delay in days with valid evidences subject to approval of principal client in writing.

**5.13 Validity of Consultancy fees:**

The Consultancy fees as mentioned in Clause 5.4 shall be valid till the completion of the project.

**5.14 Settlement of Disputes**

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

- 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).
- 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.
- 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.
- 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).

- It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the bidder 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 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 cause, if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- 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 concluded 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.
- 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.

## SECTION – VI

### TERMS AND CONDITIONS

#### 6.1 General

- 6.1.1. Rights to the Contents of the Proposal:** For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of WAPCOS and will not be returned after opening of the qualification proposal. WAPCOS is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. WAPCOS shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- 6.1.2. Acknowledgment of Understanding of Terms:** By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.
- 6.1.3. Proposal Validity:** The proposal shall be valid for 90 (Ninety) days from the date of opening of the technical proposal.
- 6.1.4. Data provided for the study are confidential in nature.** The bidders should not share the data without WAPCOS permission.
- 6.1.5. The Bidders should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they must avoid conflicts with other assignments and their own corporate interests.**
- 6.1.6. Even though applicants satisfy the necessary requirements they are subject to disqualification if they have**
- a) Made untrue or false representation in the form, statements required in the application document.
  - b) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 6.1.7. Confidentiality:** Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Bidders of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's (i.e., WAPCOS) antifraud and corruption policy.
- 6.1.8. Indemnification of the WAPCOS by the Bidders:** The Bidder shall keep the WAPCOS, both during and after the term of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions,

proceedings, demands, costs and claims including, but not limited to, legal fees and expenses, suffered by the WAPCOS, where such loss, damages, injury or death is the direct result of the wrongful action, negligence, or breach of Contract of the Bidders or their sub-Bidders, or the personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

The bidder shall be solely responsible for safety of his workmen and to provide them adequate necessary equipments etc. and shall ensure to have all his workmen properly covered under the Standard and Registered Insurance company policies for any injuries, losses etc. to his workmen. WAPCOS shall not be liable for any injury or loss of the bidder's personnel.

- 6.1.9. Reporting Obligation:** The Bidders shall submit to WAPCOS the reports and documents specified in the scope of work in the form, the numbers and within the period set forth in the said Exhibits or in the modified form as mutually agreed at any later stage.
- 6.1.10. Intellectual Property:** All plans, drawings, specifications, designs, reports and other documents submitted by the Bidders shall become and remain the property of WAPCOS, and the Bidders shall not later than sixty (60) days after the termination or expiration of the assignment, as per this Contract, deliver all such documents to WAPCOS, together with a detailed inventory thereof. However, the Bidders may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of WAPCOS.
- 6.1.11. Liability of the Bidders:** The Bidders shall be liable to the WAPCOS for the satisfactory performance of the Services in accordance with the provisions of this Contract and for any loss by the WAPCOS as a result of a default in the designs, specifications, drawings and execution of works. For this purpose, the WAPCOS shall retain 3% of its fees as a performance security deposit till the completion of the project or a bank guarantee for such amount for a period of One year thereafter. In the first instance, the Bidders would be obliged to remedy the fault or get the same. In case, the Bidders fails to remedy the fault to the satisfaction of the WAPCOS, the WAPCOS will be at liberty to forfeit the security amount and get the fault remedied at the risk and cost of the Bidders.

## **6.2 Liquidated Damages**

### **a) Liquidated Damages for delay**

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the purview of the Contract on account of such breach, pay Liquidated Damage (LD) / Penalty as detailed below.

Compensation for delay of work	@0.5% per week of delay to be computed on per day basis. This will be subjected to maximum of 10% of Contract Value.
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**b) Encashment and appropriation of Performance Security**

WAPCOS shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidders in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 6.2 (a).

**c) Taxes:** The bidders shall fully familiarize themselves about the applicable to Domestic taxes (such as GST, Value added services, income taxes, fees, levies, etc.) on amount payable by the WAPCOS under the contract. All such taxes must be included by the bidders in the financial proposal.

**6.3 Currency:** Bidders shall express the price of their Assignment / Job in Indian Rupees (INR).

**6.4 Earnest Money Deposit (EMD):** The Earnest Money Deposit as mentioned in NIT and shall be submitted in physical form in favor of WAPCOS Ltd payable at New Delhi.

The earnest money may be accepted only in the following forms:

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

A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank as per the format mentioned in **Appendix-I of this Section**. The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of TWELVE MONTHS or more from the date of submission of the tender.

The EMD of unsuccessful tenderer(s) except lowest three will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the project completion. The successful Tenderer shall accept the LOI within 10 (Ten) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without

the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

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

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

**6.5 Performance Bank Guarantee:** The successful bidder will have to submit Performance Bank Guarantee amounting to 5% of each project assigned to him upon finalization of Prime/Construction Cost i.e. approval of DPR/Sanction cost. The validity of the each PBG shall be as per completion of the project plus 03 months and 12 months shall be further claim period. If not indicated by CBSE/WAPCOS then the PBG shall be submitted for minimum 15 months (validity) plus claim period of 12 months. The Performance Bank guarantee shall be returned upon Completion of that particular Assignment.

The confirmation of Bank Guarantee submitted to WAPCOS by the bidder shall be sought from issuing bank through SFMS, as per details given below: Indian Overseas Bank, NHB, Gurgaon, Branch Code: 1935, IFSC Code: IOBA0001935, Beneficiary: WAPCOS Limited. WAPCOS shall be holding the EMD submitted by Bidder as security till the completion of engagement period.

**6.6 Terms & Conditions of Payments:**

- 6.6.1.** The Contract Price as defined in financial bid shall be as specified in the Contract Agreement.
- 6.6.2.** The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of any deliverable.
- 6.6.3.** Payments shall be made promptly by the Client, but in no case later than fifteen [15] days after submission of a valid invoice by the Bidders. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidders, the Client may add or subtract the difference from any subsequent payments.

- 6.6.4.** The Itemized Invoices. As soon as practicable and not later than five [5] days after the end of each calendar month during the period of the Services, the Bidders shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to quoted rate as per BOQ.
- 6.6.5. Back to Back Payment:** The Agency acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between CBSE being Principal Employer/Client and Agency. Thus the Associate/Sub consultant/Sub-Agency 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 45 days subject to receipt of payment from CBSE being Principal Employer/Client. The Agency also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement Work Order/Arrangement is not received from CBSE (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to the Agency. The said condition shall supersede any and all other Contract/Agreement Work Order/Arrangement between the parties.
- 6.6.6. The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 30 calendar days after receipt of the final report and final invoice by the Client unless the Client, within such thirty (30) calendar day period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final invoice. The Bidders shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Client within thirty (45) days after receipt by the Bidders of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- 6.6.7. Mobilization Advance:** No Mobilization advance shall be released to the bidder.
- 6.7 Security Deposit / Performance BG:**  
The EMD of the successful bidder shall be kept with WAPCOS as the projects will be assigned to the Successful bidder time to time. The Architect shall submit the Performance Security amounting to 5% of each project assigned to him upon finalization of Prime/Construction Cost i.e. approval of DPR/Sanction



cost. In addition, 5% of each Itemized Running Bills as per Payment Terms to be retained by WAPCOS as security deposit. In case the successful bidder wants non-deduction of Security amount from the running bills, then the bidder may submit a Security Bank Guarantee equivalent to that amount (5%).

The Performance Bank guarantee shall be returned upon Completion of that particular Assignment. The EMD (bidding) and Security Deposit shall be returned after Completion of Defect Liability Period of the Project.

**6.8 Payment upon Termination:** Upon termination of this Contract as above, WAPCOS shall make the following payments to the Bidders after deduction of liabilities if any:

- 6.8.1. Payment towards Services satisfactorily performed, completed and approved by WAPCOS, prior to the effective date of termination. Decision of WAPCOS shall be final and binding.
- 6.8.2. Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 6.8.3. In case of termination on default of Bidders, PG submitted by the bidder shall stand forfeited.

**6.9 Force Majeure:**

- 6.9.1. **Definition:** For the purposes of this Contracts. Force Majeure means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power or the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

**6.9.2. Force Majeure shall not include.**

- a) Any event which is caused by the negligence or intentional action or a Party or such Party's sub-Bidders or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both take into account by the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**6.10 Breach of Contract:** The failure on the part of the Bidders to fulfil any of its obligations under the Contract shall not be considered to be a breach of Contract or default under the Contract in so far as such inability arises from an event of Force Majeure provided due care and reasonable alternative measures due case and reasonable alternative measures have been undertaken/advised in order to carry out the terms and conditions of the Contract and the Corporation has been given timely information.

**6.11 Other Conditions:**

- Both the parties will appoint their respective Project Coordinators
- WAPCOS, duly assisted by the Bidders, will be responsible for any interaction with the State Government/Private agencies for obtaining any information relevant for the assignment.

**6.12 Conflict of Interest**

6.12.1. The Bidders shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

6.12.2. Bidders and Affiliates not to be otherwise interested in the Project. The Bidders agrees that, during the term of this Agreement and after its termination, the Bidders or any Associate thereof and any entity affiliated with the Bidders, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the WAPCOS in continuation of this Consultancy or to any subsequent consultancy / advisory services provided to the WAPCOS in accordance with the rules of the WAPCOS. For the avoidance of doubt, an entity affiliated with the Bidders shall include a partner in the Bidders firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Bidders, as the case may be, and any Associate thereof.

6.12.3. **Prohibition of conflicting activities:** Neither the Bidders nor its Sub-Bidders nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the Bid as

## Conflict of Interest.

- 6.12.4. Bidders not to benefit from commissions, discounts, etc.:** The remuneration of the Bidders hereof shall constitute the Bidders sole remuneration in connection with this Agreement or the Services and the Bidders shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Bidders shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.
- 6.12.5. The Bidders and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the WAPCOS shall be entitled to terminate this Agreement forthwith by a communication in writing to the Bidders, without being liable in any manner whatsoever to the Bidders, if it determines that the Bidders has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the WAPCOS shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the WAPCOS towards, inter alia, the time, cost and effort of the WAPCOS, without prejudice to the WAPCOS’s any other rights or remedy hereunder or in law.
- 6.12.6. Without prejudice to the rights of the WAPCOS under Clause 6.12.5 above and the other rights and remedies which the WAPCOS may have under this Agreement, if the Bidders is found by the WAPCOS to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Bidders shall not be eligible to participate in any tender issued during a period of 2 (two) years from the date the Bidders is found by the WAPCOS to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 6.12.7. For the purposes of Clauses 6.12.5 and 6.12.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the WAPCOS who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement

before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the WAPCOS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the WAPCOS in relation to any matter concerning the Project

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the WAPCOS under this Agreement;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the WAPCOS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6.13 Confidentiality**

- 6.13.1.** The Bidders, its Sub-Bidders and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the WAPCOS to the Bidders, its and the Personnel; any information provided by or relating to the WAPCOS, its technology, technical processes, business affairs or finances or any information relating to the WAPCOS’s employees, officers or other professionals or suppliers, customers, or Agencies of the WAPCOS; and any other information which the Bidders is

under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the WAPCOS.

**6.13.2.** Notwithstanding the aforesaid, the Bidders, its and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Bidders, its Sub-Bidders and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Bidders, its Sub-Bidders and the Personnel of either of them;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidders, its and the Personnel of either of them shall give the WAPCOS, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Bidders or its or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Bidders or its or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

#### **6.14 Unfair Advantage:**

**6.14.1.** If a Bidders could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per Para 8.18 above, the Employer shall make available to all Bidders together with this document all information that would in that respect give such Bidders any competitive advantage over competing Bidders.

**6.15** If at any time after acceptance of the tender, WAPCOS 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, WAPCOS shall give notice in writing to that effect to the Agency and the Agency shall act accordingly in the matter. The Agency 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.

## **6.16 SUSPENSION / TERMINATION**

### **6.16.1. Suspension or Termination for Convenience**

WAPCOS shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14(fourteen) days to the Agency. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

### **6.16.2. Termination Due to Agency's Default**

WAPCOS, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Agency may issue a notice to the Agency, stating the intention of WAPCOS to terminate the Contract:

- a) Commits a breach of its obligations under the Contract;
- b) Abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- c) Fails to adhere to the Specifications and/or Variations in terms of the Contract;
- d) or provisional liquidator has been appointed or an order of bankruptcy or an order For the winding up or dissolution of the Agency has been made by a Court of
- e) Competent jurisdiction, except voluntary change in partnership/ constitution of Agency's organization (if a partnership/ Company) or liquidation for the Purpose of amalgamation or reconstruction subject to WAPCOS' acceptance to Continue the Contract with the re-constituted firm/ company;
- f) Gives any warranty or makes any representation under the Contract which is Found to be false or misleading;
- g) fails to furnish or renew the Contract Performance Bank Guarantee;
- h) Commits any default under any Applicable Law.

## **6.17 Amendment**

Any amendment, variation and / or modification to the Contract will be effective only if such amendment is made in writing and has been executed by each of the Parties.

**SECTION-VI**  
**FORMS & ANNEXURES**

## LETTER OF TRANSMITTAL

From:

To  
The Sr General Manager (CMU-I)  
WAPCOS Limited  
NPCC Building, 1<sup>st</sup> Floor, Plot No-148, Sector-44,  
Gurugram-122003 (Haryana)

**Subject: Submission of bids for the work of “\_\_\_\_\_ Name of Work \_\_\_\_\_”**

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 enclosed Forms A to F, all Appendices 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 (Qualifying Works)	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 ORIGINAL LETTER HEAD OF ISSUING BANK]  
FORM- B-1: SOLVENCY/ BANKER CERTIFICATE**

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

This is certify that to the best of our knowledge and information that M/s .....(name of bidder & address ).....

.....  
.....  
.....  
.....  
.....

**(Signature for The Bank)**

**NOTE:**

The language of this Form may be changed as per the standard format of Bank, without affecting the objective.

**[TO BE SUBMITTED ON LETTER HEAD OF CHARTERED ACCOUNTANT]**

**FORM-B2: FORM FOR CERTIFICATE FOR NET WORTH FROM CHARTERED ACCOUNTANT**

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

**Signature of Chartered Accountant**  
(with Seal)  
**UDIN No. :**

**Counter sign by the Bidder(s)**  
(with Seal)

**FORM “C”**  
**STRUCTURE & ORGANISATION**  
 (To be given on Company Letter Head)

1. Name of the Bidder	
2. Full Address and Contact Details of the Bidder	
3. Name of the Authorized Signatory for this Bid	
4. Address of the Authorized Signatory:	
A) Telephone, Fax No., E-mail, Mobile	
5. Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual / (b) A proprietary firm / (c) A firm in partnership / (d) A limited company or Corporation	
6. Particulars of registration with various Government Bodies (attach attested photocopy)	
Organization/Place of Registration 1. 2.	Registration No.
7. Names and titles of Directors & Officers with designation to be concerned with this work.	
8. Designation of individuals authorized to act for the organization	
9. 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.	
IT PAN of Bidder	
GST Registration Number	
NSIC Reg. Number	
NSIC Reg. validity period	
Signature of the Authorized Signatory	
Name:	
Designation:	
Date:	

Company Seal:	
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**Signature of Bidder(s)**

**FORM “D”**

**FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH  
REGARD TO BLACKLISTING/NON-DEPARTMENT, BY CONTRACTING AGENCY**  
[On the letter head of the Organization]

**Subject: UNDERTAKING REGARDING BLACKLISTING / NON – DEPARTMENT**

Name of work:

Ref.: Tender No \_\_\_\_\_ dated \_\_\_\_\_

**To,**

**The Sr General Manager (CMU-I)  
Construction Management Unit-I  
WAPCOS Limited  
NPCC Building, 1st Floor, Plot No-148, Sector-44,  
Gurugram-122003 (Haryana).**

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted / De-registered / debarred by any Government department / Public Sector Undertaking / Private Sector / or any other agency for which we have Executed / Undertaken the words / Services during the last 5 years.

For \_\_\_\_\_

Authorised Signatory

Date:

**FORM “E”**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**  
*(On Bidder Letter Head)*

To  
The Sr General Manager (CMU-I)  
Construction Management Unit-I  
WAPCOS Limited  
NPCC Building, 1<sup>st</sup> Floor, Plot No-148, Sector-44,  
Gurugram-122003 (Haryana).

**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 proposed Zones and its allied works.
- Site clearance and no cutting off the matured trees.
- Topography and contouring of the land where the project is to be executed to understand the work better.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Existing ground features and their impact on the Project work.
- Location of Existing Service lines & review of data available on public domain.
- Location of existing Electric Sub-Station to supply the electricity for the proposed building and allied works to make the building functional.
- Any other information important In order to complete the project in all respect.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM “F”**  
**FORMAT FOR NO DEVIATION CERTIFICATE**  
[To be submitted on Bidder’s Letter Head]

**To,**  
The Sr. General Manager (CMU-I)  
Construction Management Unit-I  
WAPCOS Limited  
NPCC Building, 1<sup>st</sup> Floor, Plot No-148, Sector-44,  
Gurugram-122003 (Haryana)

**Subject:      No Deviation Certificate for ----- (Name of Work /Project)**

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**



**Annexure-A**  
**FORMAT FOR BID ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,  
Sr General Manager (CMU-I)  
WAPCOS Limited,  
NPCC Building, 1st Floor,  
Plot No-148, Sector-44,  
Gurugram-122003 (Haryana)

**Subject: Acceptance of Terms & Conditions of the Tender Document.**

Work Name:

Tender No:

Dear Sir,

- a) I/We have downloaded / obtained the tender document for the above mentioned 'Tender' from the web site namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website.
- b) I/We hereby certify that I / we have read the entire terms and conditions of the tender document (including all documents like annexures, Drawings etc., which shall form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
- c) The corrigendum/Addendum issued from time to time by your department/ organization too has been taken into consideration, while submitting this acceptance letter.
- d) I/We hereby unconditionally accept the conditions of above mentioned tender document(s)/corrigendum/Addendum in its totality/entirety.
- e) I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
- f) I/We certify that all information furnished by the our Firm/Company is true & correct and in the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security/EMD deposit.

Yours Faithfully,

(Signature & Seal of the Bidder)

**ANNEXURE -B**  
**FORMAT OF PERFORMANCE SECURITY**

**(To be executed on a non-judicial stamp paper of requisite value)**

To  
WAPCOS LIMITED,  
NPCC Building, 1<sup>st</sup> Floor, Plot No-148, Sector-44,  
Gurugram-122003 (Haryana)

In consideration of (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Agency's name & address) (hereinafter referred to as "the Agency " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Agency, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for (name of work) (hereinafter called "the contract") and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). 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 Agency to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency 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 Agency 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 Agency. 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 Agency 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 Agency 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 Agency and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency'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 on whose behalf this bank guarantee has been given. Notwithstanding anything contained herein

- I. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- II. This bank guarantee shall be valid up to and till \_\_\_\_\_ only being the date of expiry of the guarantee; and
- III. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before being the date of expiry of the claim period. **(Indicate a date one year after validity of guarantee).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**ANNEXURE -C**  
**FORMAT OF CV/ Resume**

**CURRICULUM VITAE**

<b>Proposed Position</b>			
<b>Name of Firm</b>			
<b>Name of Staff</b>			
<b>Professional Qualification</b>			
<b>Date of Birth</b>			
<b>Nationality</b>			
<b>Years with Current Firm/Entity</b>			
<b>Membership in Professional Societies</b>			
<b>Detailed Tasks Assigned :</b>			
<b>Key Qualifications :</b>			
<b>Education :</b>			
<b>Qualifications</b>	<b>University / Institute</b>	<b>Year of Passing</b>	
<b>Employment Record :</b>			
<b>Name of Employer and address</b>	<b>Positions Held</b>	<b>Period From</b>	<b>Period To</b>
<b>Languages :</b>			
<b>Language</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>
<b>SUMMARY OF THE CV</b>			
<b>A) Education:</b>			
i) Field of Diploma/Graduation and year			
ii) Field of Graduation/Post graduation and year			
iii) Any other specific qualification		---	
<b>B) Experience</b>			

1	Project Name	Position held	Services offered in Brief
2			

**Undertaking:**

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further, I certify that I am available for the assignment and shall be willing to work for the client for the entire duration of the position. I have also not left any ongoing project of the client without its approval and have not been debarred by the client in past.

Date :

Signature of staff  
member

Signature of authorized  
representative of the firm

**ANNEXURE-D**  
**LETTER OF TRANSMITTAL FOR BID**

**Date:**.....

To,  
 Sr General Manager (CMU-I)  
 WAPCOS Limited,  
 NPCC Building, 1st Floor,  
 Plot No-148, Sector-44,  
 Gurugram-122003 (Haryana)

**Sub: Financial Bid for the “Architectural Services for various Construction and Renovation works for CBSE Offices”**

Dear Sir,

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

1. I / We acknowledge that the WAPCOS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Architect for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. I/we hereby certify that all the statement made and information supplied in the tender and accompanying statement are true and correct. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
3. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. 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.
5. 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. I do agree that WAPCOS at any stage may not assign the work order as per their decision in the Region where we/us are L-1. WAPCOS as per their decision may also assign the works in other regions for lowest quoted price of the region without justification to us/we.
6. I / We shall keep this offer valid as period specified in the NIT.
7. I / We hereby submit our BID and offer a BID Price for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation  
 of the Authorized signatory)  
**Name and seal of Bidder**

Place:

**FINANCIAL QUOTE  
REGION WISE ARCHITECTURE SERVICES FEE**

SN	Regions	States/UTs Covered	% Architectural Fee Quoted (inclusive of GST)	Charges for Topo Survey (Rs. per Sqm)	Charges for Geotech Survey (Rs. per borehole)
1	North	Himachal Pradesh, Uttarakhand, Punjab, Uttar Pradesh, Jammu and Kashmir, Ladakh			
2	Central	Madhya Pradesh, Delhi, Haryana, Chandigarh			
3	East	Bihar, West Bengal, Odisha, Jharkhand, Arunachal Pradesh, Meghalaya, Manipur, Mizoram, Nagaland, Sikkim, Tripura, Assam			
4	West	Rajasthan, Maharashtra, Gujarat, Goa, Dadra and Nagar Haveli and Daman and Diu, Chhattisgarh			
5	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Lakshadweep, Puducherry,			

**Note:**

- 1) The Bidder shall quote percentage up to two decimals only
- 2) The criteria for award of works shall be as per NIT for Regions.
- 3) The Bidders so be selected for Region wise as per order mentioned above. If any bidder is L-1 starting in above order then if same bidder is L-1 in predeceasing region then he will not be considered L-1 in those regions and the award shall be given to L-2 bidder of that region. The process shall be followed for all regions.
- 4) The applicable Goods and Services Tax (GST) is excluded in above rates
- 5) The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and include all Materials, Manpower, Supervision of Work, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, payments like PF, ESI, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes / cess as per

Government directives shall be deducted from each bill paid to the Architect agency, from time to time.

- 6) The Architect agency shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Architect agency only after uploading of GST amount by Architect agency on GST portal to avail input benefit of GST by WAPCOS Ltd. The GST will be released after submission of proofs.
- 7) No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- 8) Architect shall not claim payment against pending services or incomplete stages of work.
- 9) The cost of references to be made by the Architect to his in-house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.



**ANNEXURE-E**  
**FORMAT FOR PERFORMANCE IN CBSE WORKS**  
 [To be submitted by Bidder on their Letter Head]

**Date:**.....

**Subject: Performance in Completed/Ongoing CBSE works**

This is to certify that our firm is/was engaged for the following works of CBSE as detailed below:

SN	Name of Project	Location & state	Name of PSU/ or CBSE	Project Cost	Date of Start	Stipulated Time of Completion	On going / Completed
1							
2							

**Date:**

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

**Place:**

**Name and seal of Bidder**

**NOTE:**

1. If bidder is not engaged in works of CBSE, then bidder will submit above information as NIL and their bid will be considered during evaluation
2. If bidder is ever engaged in one/more works of CBSE with any PSUs or with CBSE, then it is mandatory to disclose the same in above format and Form E(a) otherwise his Bid shall be summarily rejected.
3. In this condition, bidder will submit format FORM E(a) regarding performance of the bidder for on-going/completed CBSE Works duly certified from each concerned PSUs/CBSE for each CBSE works. The same will be verified from the concerned PSU/CBSE. If the performance of the bidder is not satisfactory in any parameter mentioned in Form- E(a), then his bid will not be considered for evaluation.

**FORM-E(a)**  
**FORMAT FOR PERFORMANCE IN CBSE WORKS DULY CERTIFIED BY**  
**[To be submitted by Bidders on Letter Head of Concerned PSU]**

**Performance Certificate**

1.	Name of work / Project & Location		
2.	NIT Cost excluding GST		
3.	Awarded Cost excluding GST		
4.	Date of Start		
5.	Stipulated date of completion		
6.	Physical Progress of work up to 24.09.2025		
7.	Extended date of completion		
8.	Any Litigation during execution of project		
9.	Performance Report :		
a)	Quality of Consultancy	Satisfactory	Non-Satisfactory
b)	Timely Delivery (DPR/Drawings/etc.)	Satisfactory	Non-Satisfactory
c)	Technical Proficiency	Satisfactory	Non-Satisfactory
d)	Resourcefulness	Satisfactory	Non-Satisfactory

**(Signature, name and designation  
of the Nodal officer of PSU for CBSE  
Works)**

**Official email : .....**

**Official Contact Number:.....**

**Address of PSU:.....**