

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण                                                                                                   |                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>                                                                      | 12-07-2024 16:00:00                                                                                                                                                                                                                                         |
| <b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>                                                                     | 12-07-2024 16:30:00                                                                                                                                                                                                                                         |
| <b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>                                        | 90 (Days)                                                                                                                                                                                                                                                   |
| <b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>                                                                        | Ministry Of Water Resources River Development And Ganga Rejuvenation                                                                                                                                                                                        |
| <b>Department Name/विभाग का नाम</b>                                                                                     | Wapcos Limited                                                                                                                                                                                                                                              |
| <b>Organisation Name/संगठन का नाम</b>                                                                                   | Wapcos Limited                                                                                                                                                                                                                                              |
| <b>Office Name/कार्यालय का नाम</b>                                                                                      | Wapcos Limited                                                                                                                                                                                                                                              |
| <b>Item Category/मद केटेगरी</b>                                                                                         | Hiring of Consultancy Services - Percentage based - Architectural Design Engineering Drawing Allied Services for the Construction Development of Infrastructure Works at Battalion Headquarters SSB Siddharthnagar Uttar Pradesh; Engineering Design; Yes.. |
| <b>Contract Period/अनुबंध अवधि</b>                                                                                      | 3 Year(s)                                                                                                                                                                                                                                                   |
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>    | 4 Lakh (s)                                                                                                                                                                                                                                                  |
| <b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b> | 7 Year (s)                                                                                                                                                                                                                                                  |
| <b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>                          | Yes                                                                                                                                                                                                                                                         |
| <b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>                                 | No                                                                                                                                                                                                                                                          |
| <b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>                         | No                                                                                                                                                                                                                                                          |

| Bid Details/बिड विवरण                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>                                                                      | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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 |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>                                                                               | No                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Type of Bid/बिड का प्रकार</b>                                                                                                        | Two Packet Bid                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 5 Days                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>                                                                                           | 1595700                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>                                                                                               | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>                       | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                            |

#### EMD Detail/ईएमडी विवरण

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 31914               |

#### ePBG Detail/ईपीबीजी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।

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

#### Beneficiary/लाभार्थी :

WAPCOS LIMITED  
Chief Engineer, Construction Management Unit-III, NPCC Building, 1st Floor, Plot No- 148, Sec - 44, Gurugram - 122003 (Haryana),  
(Wapcos Limited)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|                                           |     |
|-------------------------------------------|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|-------------------------------------------|-----|

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

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

BoQ - [1719591170.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Extendability of contract requirement:**Preparation of conceptual plan, drawings (Architectural, Structural & working drawing) & design, estimation, DPR for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh

**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:**[1719591197.pdf](#)

**Pre-qualifications Criteria:**[1719591200.pdf](#)

**Methodology for Measurement of executed Project Value, to be used for Invoicing:**[1719591204.pdf](#)

**Detail of the Project to be managed by Service Provider:**[1719591276.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 |
|-------------------------|-----------|-----------|---------------------------|--------------------------|
| CRITERIA FOR EVALUATION | 100       | 75        | <a href="#">View file</a> | Yes                      |

Total Minimum Passing Technical Marks: 75

**Hiring Of Consultancy Services - Percentage Based - Architectural Design Engineering Drawing Allied Services For The Construction Development Of Infrastructure Works At Battalion Headquarters SSB Siddarthnagar Uttar Pradesh; Engineering Design; Yes.. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification                      | Values                                                                                                                                                                      |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Core</b>                        |                                                                                                                                                                             |
| Consulting Category/ Stream        | Architectural Design Engineering Drawing Allied Services for the Construction Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar Uttar Pradesh |
| Consultant's Profile               | Engineering Design                                                                                                                                                          |
| Proof of Concept (POC) Required    | Yes                                                                                                                                                                         |
| Deployment of Consultants/Resource | Hybrid(As specified in scope of work)                                                                                                                                       |

| Specification | Values |
|---------------|--------|
| Addon(s)/एडऑन |        |

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                        | Quantity | Additional Requirement/अतिरिक्त आवश्यकता                                                             |
|----------------|---------------------------------------------------------|----------------------------------------------------|----------|------------------------------------------------------------------------------------------------------|
| 1              | Arun Kumar Baidara                                      | 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 : 1595700</li> </ul> |

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 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

##### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Turnover: Average annual financial turnover of bidder should be at least Rs. 4,78,710/- during the immediate last 3 consecutive financial years ending 2022-23.

#### Disclaimer/अस्वीकरण

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:-

- 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.
- 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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**OPEN TENDER DOCUMENT****TENDER No. WAP/CMU-III/2024-25/SSB-Siddarthnagar/02****Date: 28-06-2024**

|                     |                                                                                                                                                                                     |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Work</b> | Architectural Design, Engineering, Drawing & Allied Services for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh. |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ESTIMATED COST OF PROJECT: 53.19 Cr.**

**The Chief Engineer (CMU-III)**  
**WAPCOS Limited,**  
**Construction Management Unit-III,**  
**NPCC Building, 1st Floor, Plot No- 148, Sec - 44,**  
**Gurugram – 122003 (Haryana),**  
**E-mail – [projects@wapcos.co.in](mailto:projects@wapcos.co.in)**  
**Website – [www.wapcos.co.in](http://www.wapcos.co.in)**

**June, 2024**

## **TENDER INFORMATION**

**NIT No. WAP/CMU-III/2024-25/SSB-Siddarthnagar/02**

**Name of Work:.. Architectural Design, Engineering, Drawing & Allied Services for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh.**

Tenders are invited through E-Tendering System by Chief Engineer (CMU-III), 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.

**Chief Engineer (CMU-III)  
WAPCOS Limited**

Dated: 28-06-2024



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## SECTION – I-A

## GENERAL CONTRACT DEFINITIONS

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 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 & Sashastra Seema Bal (SSB) and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2. | <p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-</p> <p>“Employer” shall mean “<b>WAPCOS Limited</b>”, A Government of India undertaking- Ministry of Jal Shakti, for execution of the “<b>Architectural Design, Engineering, Drawing &amp; Allied Services for the Construction &amp; Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh</b>”.</p> <ul style="list-style-type: none"> <li>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</li> <li>b) The <b>Employer/ WAPCOS</b> shall mean WAPCOS Limited.</li> <li>c) The <b>Principal Client</b> shall mean Sashastra Seema Bal (SSB).</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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</li> <li>h) <b>Accepting Authority</b> shall mean the Principal Client/ Sashastra Seema Bal (SSB)<b>Tenderer / Bidder</b> shall mean the firm/party who intends to participate in this Notice Inviting Tender</li> </ul> |

- |  |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"><li>i) The <b>Agency/Successful Bidder</b> shall mean the firm or company whose bid has been accepted by WAPCOS.</li><li>j) <b>Award value</b> means the value of the entire work as stipulated in the letter of award.</li><li>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.</li></ul> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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 Design, Engineering, Drawing & Allied Services for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh”**.

- 1.1. The detailed scope of work is given in Section –V of the Tender Document.
- 1.2. EMD of Rs. 31,914/- (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

| Sl. No. | Item                                  | Details                                                                                                                                                                                             |
|---------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Name of the work                      | <b>“Architectural Design, Engineering, Drawing &amp; Allied Services for the Construction &amp; Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh”</b> |
| 2       | Employer                              | WAPCOS LIMITED                                                                                                                                                                                      |
| 3       | Estimated Cost of Project             | Rs. 53.19 Crores                                                                                                                                                                                    |
| 4       | Stipulated Time period for completion | Till the Completion of Work                                                                                                                                                                         |
| 5       | Last Date & Time of submission of Bid | 12-07-2024 at 16:00 Hrs                                                                                                                                                                             |
| 6       | Date of Opening                       | 12-07-2024 at 16:30 Hrs                                                                                                                                                                             |
| 7       | Bid validity period                   | 90 days from the date of opening of technical bid                                                                                                                                                   |
| 8       | Currency of Contract                  | Indian Rupee                                                                                                                                                                                        |
| 9       | Language of contract                  | English                                                                                                                                                                                             |
| 10      | Method of Selection                   | Least Cost Selection (LCS)                                                                                                                                                                          |
| 11      | Technical Proposal format             | Provided [Refer Section VII; FORMS & ANNEXURES]                                                                                                                                                     |
| 12      | <b>Architect Fee (Maximum)</b>        | <b>0.30% of Estimated 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](http://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 to 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.



Not Registered with GeM? Sign up to experience the Marketplace  
[Register as Buyer](#) [Register as Seller](#)

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

Login to Government e Marketplace | GeM

Type the characters in the box below. \*  
 WQK5FG

Password shall be entered on next screen post successful GeM login ID and Captcha validation

[Submit](#)

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Open [gem.gov.in](http://gem.gov.in) and click on Login.



PRODUCTS SERVICES CONTENT

Looking for something on GeM?

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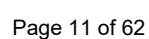
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**Shri Narendra Modi**  
 Hon'ble Prime Minister of India  
 "The crisis the world is facing today teaches us that way forward is - Atmanirbhar Bharat (A self-reliant India)"

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Bids / RfIs Service Bids/RfIs Bunch Bids/RfIs Service Bunch Bids/RfIs Bid to RfIs Custom Item Bids/RfIs

ITEM • Cleaning And Sanitation Service 2.0

Service Bids/RfIs

SD NO: GSA/2022/07/02/01/1

Name: General Maintenance Service - EP&S System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer As Para Gondaragar Indian Army

Start Date: 09-02-2022

End Date: 09-02-2022

ITEM • Cleaning And Sanitation Service 2.0

Service Bids/RfIs

SD NO: GSA/2022/07/02/01/1

Name: Housepower Outsource

Quantity Required: 1

Department Name And Address: Department Of Legal Affairs, Delhi Income Tax Appellate Tribunal (NAT) Jaipur

Start Date: 09-02-2022

End Date: 09-02-2022

ITEM • Cleaning And Sanitation Service 2.0

Service Bids/RfIs

SD NO: GSA/2022/07/02/01/1

Name: Housepower Outsource Services - Minimum Wage - SL...

Quantity Required: 1

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

Start Date: 02-02-2022 02:27 PM

End Date: 07-02-2022 02:26 PM

ITEM • Cleaning And Sanitation Service 2.0

Service Bids/RfIs

SD NO: GSA/2022/07/02/01/1

Name: 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 01:28 PM

End Date: 07-02-2022 01:26 PM

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

Home / Service Bids/RfIs

Bids / RfIs Service Bids/RfIs Bunch Bids/RfIs Service Bunch Bids/RfIs Bid to RfIs

Service Bids/RfIs

SD NO: GSA/2019/09/01/01/1

Name: Human Resource Services

Quantity Required: 12

Department Name And Address: Ministry Of Commerce and Industries, Department Of Industrial Policy and Promotion, Chief Engineer New Delhi Office Of Chief Engineer New Delhi

Start Date: 15-02-2019 09:47 PM

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

Click here to Participate.

Participate

SD NO: GSA/2019/09/01/01/1

Name: Cleaning And Sanitation

Quantity Required: 1000

Department Name And Address: Ministry Of Commerce and Industries, Department Of Industrial Policy and Promotion, Chief Engineer New Delhi Office Of Chief Engineer New Delhi

Start Date: 15-02-2019 09:47 PM

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

Participate

SD NO: GSA/2019/09/01/01/1

Name: Human Resource Services

Quantity Required: 1

Department Name And Address: Ministry Of Commerce and Industries, Department Of Industrial Policy and Promotion, Chief Engineer New Delhi Office Of Chief Engineer New Delhi

Start Date: 15-02-2019 09:47 PM

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

Cleaning And Sanitation (1000)

Participate

Additional Required Data/Document(s)

Text: TEST

Cleaning: 1551171433.pdf

| Specification | Bid Requirement | Offered     |
|---------------|-----------------|-------------|
| Core          |                 |             |
| Type of Area  | Indoor Area     | Indoor Area |
| Per Unit      | Per Sqft        | Per Sqft    |
| Adhesive      |                 |             |
| Soap          | Liquid Soap     | Liquid Soap |
| Broom         | Long            | Long        |

Click here to save and continue.

Save and Continue

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Forums  
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Analytics

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Document Help  
Support



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HOME / SELLER PARTICIPATION

TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | BID & SPQS | VERIFY OFF

Bid Requirement

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Cleaning And Sanitation (1000)  
Participate

Click here to fill in the technical offering.

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TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | BID & SPQS | VERIFY OFF

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation<sup>1</sup>  
Quantity: 1000

Total Price for contract period for number of broom<sup>2</sup> (Package Cost):

Total Price for contract period for number of soaps<sup>3</sup> (Package Cost):

Please fill in your Offer Price.

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 30

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HOME / SELLER PARTICIPATION

TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | BID & SPQS | VERIFY OFF

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation<sup>1</sup>  
Quantity: 1000

Total Price for contract period for number of broom<sup>2</sup> (Package Cost):

Total Price for contract period for number of soaps<sup>3</sup> (Package Cost):

Click here to see the Estimated Price.

SHOW ESTIMATION PRICE

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 30 Lacs

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Technical Specifications comparison

You can view the technical specifications comparison.

| Consignment                   | Quantity | Rate Per Square Feet (Per Cleaning Day in INR) | number of broom | Number of soaps | No. of Cleaning Days during the Contract Period | Total Price (INR) |
|-------------------------------|----------|------------------------------------------------|-----------------|-----------------|-------------------------------------------------|-------------------|
| Con 1                         | 1000     | 0.93                                           | Package 10      | Package 10      | 24                                              | 23520             |
| Sub Total                     |          |                                                |                 |                 |                                                 | 23520             |
| Total Price: 23,520,000 (INR) |          |                                                |                 |                 |                                                 |                   |

Click here to Proceed

UPON ESTIMATION PRICE

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 30 LAKS

PRIVACY INFO ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).

| Item                                                                                                                | Quantity | Change Price |
|---------------------------------------------------------------------------------------------------------------------|----------|--------------|
| Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle) <sup>1</sup> : | 20000    |              |
| Quantity: 1                                                                                                         |          |              |

Click here to save your price and continue.

YOUR ESTIMATION PRICE

ENCRYPT & SAVE

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.

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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

Financial and other document to be uploaded by the seller.

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

Please Note:

1) Sellers providing wrong self-declaration for MSE or MI 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 MI declarations for seeking EMD exemptions and MSE or MI purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disallowed from doing any further transactions on GeM, without any further notice.

**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 File uploaded

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

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: 811111

Your mobile authentication successful

Not received OTP in 300 minutes?

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

Bid Document

Verify OTP

GeM Government e Marketplace

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/S/7508

Participation Status: Participated

Withdraw Bid

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

2. OFFER PRICE

3. UPLOAD DOCUMENTS

4. EMD & EPBG

5. Verify OTP & Publish

You have successfully participated in the Bid.

PRIVACY INFO: Privacy Policy, Terms of Use, Copyright, Return Policy

ABOUT GeM: Introduction to GeM, Careers, MOIs, Testimonials

NEWS & EVENTS: Newsroom, Gallery, Notifications, CPM Schedule

RESOURCES: Terms and Conditions, Buyers, Sellers, FAQs

TRAINING: LMS, Training Calendar, Training Module, Publications

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Enter reason for withdrawing and click on "withdraw".

Bid Number: GEM/2019/B/C7938

Participation Status: Participated

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

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Status is shown as withdrawn. If you wish to re-participate click here.

Bid Number: GEM/2019/B/C7938

Participation Status: Withdrawn

Re Participate Bid Remaining: 2

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

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TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/B/C7938

Participation Status: Participated

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

In case you want to withdraw from bid, click here.

Withdraw Bid

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### **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) HelpDesk 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 5 (Five) years ending on the financial year 2022-23. <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 five years ending 2022-23 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. 4,78,710/- during the immediate last 3 consecutive financial years ending 2022-23.</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> <p><b>Note:</b> There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit &amp; Loss Account (Audited) for last 05 years shall be uploaded.</p> |           |          |



| SN | Particular / Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes / No. | Page No. |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
| 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 <b>31.03.2024</b> for</p> <p>(a) One similar work costing not less than 80% of the estimated cost of the project;<br/><b>or</b></p> <p>(b) Two similar works costing not less than 50% of the estimated cost of the project;<br/><b>or</b></p> <p>(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>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker &amp; Current Solvency Certificate (i.e. the solvency certificate shall be dated after the date of publication of Tender) from Banker in original (Originally attested from concern Bank after date of publication of Tender) for a sum of at least Rs. 6,38,280/-. Solvency Certificate should be issued from a Nationalized / Scheduled Bank. <b>(Form-B)</b></p> <p>The Solvency Certificate must be issued after the date of publication of NIT &amp; be addressed to the tendering authority quoting the name of work. The certificate should carry the name, designation and power of attorney number of the bank official.</p> |           |          |
| g) | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |          |
| 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 with a <b>minimum 5 years of operation</b>. 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>                                                                                                                                                                                                                                                                                                                                                                                                      |           |          |

| SN | Particular / Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes / No. | Page No. |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
|    | 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. <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 must have ESIC & PF Registration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |          |
| k) | The bidder/firm must have a valid GST registration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          |
| l) | 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.                              |           |          |
| m) | Letter of Understanding the project site on Bidder's Letter Head <b>(Form-E)</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |
| n) | 'No Deviation Certificate' in prescribed format on Bidder's Letter Head. <b>(Form-F)</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |          |
| o) | Bidder shall submit Information on Litigation History, Liquidated Damages, Disqualification etc. on Bidder's Letter Head.                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |          |
| p) | 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.                                                                                                                                                           |           |          |
| q) | A Certificate regarding non-disclosure/sharing of confidential information with third parties on Bidder's Letter Head to be submitted.                                                                                                                                                                                                                                                                                                                                                                                                                      |           |          |
| r) | CV / Resume of Key Personnel as Desired in the Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |          |
| s) | 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**

The method of selection is Least Cost Selection (LCS). The bidder has to submit both a technical and a 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.

#### 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:-

- (i) Firm meets the basic eligibility criteria in terms of experience and qualification as mentioned in the Section-III will be considered for technical evaluation.
- (ii) Evaluation of Key Personnel Credentials for the purpose of marking is as under:-

| SN | Eligibility Criteria for Evaluation | Range                                                                          | Out of 100 Marks |
|----|-------------------------------------|--------------------------------------------------------------------------------|------------------|
| 1  | Qualification                       | Graduate – 15 Marks<br>PG Degree – 20 Marks                                    | 25               |
| 2  | Experience                          | Minimum Experience of 10 Years - 20 Marks<br>Exp > Min Exp + 5 Years – 25 Mark | 25               |

| SN | Eligibility Criteria for Evaluation | Range                                                                                                | Out of 100 Marks |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------|------------------|
| 3  | Number of Similar Assignments       | Minimum Experience 2 Nos - 35 Marks<br>3-4 Nos – 40 Marks<br>5-6 Nos – 45 Marks<br>>6 Nos – 50 Marks | 50               |

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

| Sl. No. | Description                                                                                  | Marks out of 100 |
|---------|----------------------------------------------------------------------------------------------|------------------|
| 1.0     | <b>Similar Work Experience</b> for works executed during last 07 years                       | 50               |
| 1.1     | One similar work costing not less than 80% of the estimated cost of the projects; <i>or</i>  | 50               |
|         | Two similar works costing not less than 60% of the estimated cost of the projects: <i>or</i> | 50               |
|         | Three similar works costing not less than 40% of the estimated cost of the projects          | 50               |
| 2.0     | <b>Total Team of Key Personnel proposed for the assignment</b>                               | 20               |
| 2.1     | Senior Architect cum Team Leader                                                             | 8                |
| 2.2     | Civil Engineer                                                                               | 4                |
| 2.3     | Structural Engineer                                                                          | 2                |
| 2.4     | Electrical Engineer                                                                          | 2                |
| 2.5     | MEP Engineer                                                                                 | 2                |
| 2.6     | Landscaping Specialist                                                                       | 2                |
| 3.0     | <b>Approach and Methodology</b>                                                              | 30               |
|         | <b>Grand Total</b>                                                                           | <b>100</b>       |

- b) **Short-listing of Applicants:** Of the Applicants as aforesaid, as per above clause shall be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Applicant is one, WAPCOS may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 75 points even if such Applicant(s) do(es) not qualify in terms of above Clause; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed four.

c) **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.

**d) Award of Contract**

After completion of negotiations with the consultants, the Client shall issue Letter of Acceptance to the selected Consultant. The Consultant has to sign the agreement with the client within 15 days of issue of Letter of Acceptance. However, before signing the agreement, the selected consultant has to submit a Performance Guarantee as mentioned in the General Conditions of the Contract. If the selected Consultant fails to submit the Performance Guarantee within the time prescribed above, the EMD of the selected consultant may be forfeited and the proposal of selected consultant will be rejected. Once the agreement is signed with the successful agency, the EMD of all agencies shall be refunded.

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

**e) 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. Technical Approach and Methodology,
- b. Work Plan, and
- c. Organization and Staffing

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment / job, approach to the Assignment / job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

Firm should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- b) **Work Plan:** The Bidders should propose and justify the main activities of the Assignment / job, their content and duration, phasing and inter relations, milestones (including interim approvals by WAPCOS), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the TOR and ability to translate the minimum to a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

- c) **Organization and Staffing:** The Bidders should propose and justify the structure and composition of his team. Bidder should list the main disciplines of the Assignment / job, the key expert responsible, and proposed technical and support staff.

## 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 Design, Engineering, Drawing & Allied Services for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh”**.

**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 shall 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**

Sashastra Seema Bal was established as Special Service Bureau in May 1963, in the aftermath of the Chinese aggression (in 1962). Sashastra Seema Bal came under aegis of the Ministry of Home Affairs (Jan 2001). SSB was declared a Lead Intelligence Agency for Indo Nepal (June 2001) and assigned the Indo Nepal border. Later, SSB was also assigned Indo Bhutan border (March 2004). In March 2004, SSB received the President's Colours (March 2004) in recognition of the keystone role in national security, since its inception.

The Force's charter of responsibility is to promote a sense of security among the people living in the border areas; prevent trans border crimes and unauthorized entry into or exit from Indian territory; and to prevent smuggling and other illegal activities on our frontiers. The Force personnel are vested with various powers under the Criminal Procedure Code to facilitate border guarding and internal security duties.

Guided by its motto of Service, Security and Brotherhood, SSB personnel sagaciously went about nation building works with missionary zeal by involving millions of people from various communities and religions in 78,000 villages across fifteen Border States. Soon, SSB became popular as a 'Peoples Force'. Several Prime Ministers, Governors, Chief Ministers, Central and State Ministers and appreciated the pioneering works we did in mobilizing millions of border people for the national cause and converting them into proactive citizens willing to physically protect the sovereignty and integrity of the Nation. The Civic Action, empowerment, emancipation, awareness generation works, rescue relief works in has put SSB in a unique place amongst the comity of the Paramilitary forces.

Our sterling role in 1965 and 1971 Wars, 1968 floods in North Bengal, IPKF Operations in 1987, internal security operations, natural calamities, election duties, raising the NSG, raising the Mahila Battalion for CRPF, providing specialized training for IB and RAW personnel, our relief works after the Super Cyclone hit Orissa and when the Koshi river swamped Northern Bihar, earthquakes hit latur, Bhuj and Uttarakhand, our performance in Police Duty Meets, national and international tournaments all puts SSB on an enviable pedestal of superiority.

Sashastra Seema Bal (SSB) has decided to Construct & Developed the Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh.

#### **5.2 SCOPE OF WORK**

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

a) The scope of work shall include –

- i) Preparation of conceptual plan, drawings (Architectural, Structural & working drawing) & design, estimation, DPR for the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh.

- ii) Preparation of Tender documents for the Execution of the Construction & Development of Infrastructure Works at Battalion Headquarters SSB Siddarthnagar, Uttar Pradesh.
- b) All approvals / clearances from concerned departments such as Fire-fighting etc. as applicable shall be the responsibility of the selected bidder. The SSB/WAPCOS, if necessary, shall assist to get the necessary approvals / clearance from these Departments.
- c) Geographic and Regional Risks of the site (should include, but not limited to soil quality, air testing, humidity testing, water testing etc.)
- d) Site-related Risks viz. Seismic Study etc.
- e) 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.
- f) 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.
- g) 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.
- h) Preparation and submission of services drawings such as plumbing layout, electrical drawings, HVAC drawings, firefighting, CCTV networking, IT networking etc.
- i) 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.
- j) Preparation and submission of landscape, parking and outer site development plans including roads with detailed estimate and tender document.
- k) 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.
- l) Presenting the work of various stages to the Sashastra Seema Bal (SSB)/ WAPCOS and deliberating various aspects of the displays and their approval.
- m) All structural drawings are to be vetted by IIT/NIT.

## 5.2.2 Detailed Scope of Services for Preparation of Detailed Project Report (DPR)

### (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 (will be provided by the Client).
- Soil Investigations Report of the site (will be provided by the Client).
- 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 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 Inception Report                                                                                                                             | 10 days from the date submission of Work Order                                   |
| (ii)      | Submission of Draft Concept Layout Plan and Architectural Building Plan                                                                                    | 15 days from the date of receipt of Work Order                                   |
| (iii)     | Submission of Final Concept Layout Plan and Architectural Building Plan                                                                                    | 5 days from the date of approval of Draft Concept Plan                           |
| (iv)      | Submission of Draft Detailed Project Report (DPR) including Architectural Drawings, Structural Drawings, services drawings and Estimates of all components | 30 Days from the approval of Final Concept Plan and Architectural Building Plans |
| (v)       | Submission of Final Detailed Project Report (DPR) including Architectural Drawings, Structural Drawings, services drawings and Estimates of all components | 5 days of approval of Draft DPR                                                  |
| (vi)      | Submission of Tender documents for the above works                                                                                                         | 5 days of approval of Final DPR                                                  |

| Sl. No.   | Deliverables                                                               | Timelines                                                  |
|-----------|----------------------------------------------------------------------------|------------------------------------------------------------|
| <b>B.</b> | <b>Construction Supervision and Commissioning</b>                          |                                                            |
| (i)       | Local Body Approvals                                                       | Within two months of award of work                         |
| (ii)      | Submission of Monthly and Quarterly Progress Reports and Site visit Report | Monthly and Quarterly during Construction / Implementation |
| (iii)     | As-Built drawings and Completion Report                                    | Upon Completion                                            |

#### 5.4 Payment Schedules

The Payment shall be released, on back-to-back basis, as per the following phases:

| Sl. No. | Reports                                                                                                                                                                                                                                                    | Payment in % of Quoted Value |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1       | Inception Report, inspection of the area & surroundings and Preparation of Conceptual plans and preliminary drawings etc duly consulting with concerned authorities as per requirements, Making Power point presentation for the selection of best option. | 10%                          |
| 2       | Approval of Detailed Project Report including Detailed Estimate                                                                                                                                                                                            | 10%                          |
| 3       | Submission of Tender Documents                                                                                                                                                                                                                             | 10%                          |
| 4       | Local Body Approval and GRIHA Registration of Project                                                                                                                                                                                                      | 10%                          |
| 5       | During Construction Supervision, equal running bills on Submission of Progress Reports                                                                                                                                                                     | 50%                          |
| 6       | Upon Receipt of 3-Star GRIHA Certification, Approval of Completion Report and As-built Drawings.                                                                                                                                                           | 10%                          |

#### 5.5 Key Responsibilities of the Consultant 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.

#### **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 Contractor 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).

- (i) The Contractor shall submit a further detailed monthly programme thereafter within [30 (thirty)] days of the LOA and shall incorporate the Initial Programme and shall be in a form acceptable to WAPCOS Limited Representative. The said programme shall be compiled and shall show or include, but not be limited to, the following:
  - (a) The Time for Completion of the Works;
  - (b) The order in which the Agency intends to design and Execute the Works;
  - (c) Define in detail all of the Contractor’s work on the Project Site;
  - (d) The Contractor’s proposals for complying with its obligations under the Contract in relation to Related Works (including the incorporation within the Programme, of the requirements of any person whose co-operation is needed for the successful Completion of the Works);
  - (e) The critical path(s) which shall be printed in colour unless otherwise agreed with the WAPCOS Limited Representative;
- (ii) Provided always that the programme submitted shall be compiled to satisfy, without limitation, the following requirements:
  - (a) The programme shall clearly identify all Milestone Events; and
  - (b) The programme shall contain a sub-network relating to all Related Works which shall clearly identify all interfacing activities and in particular those activities requiring an interface and coordination with Related Works Contractors.
- (iii) The Agency shall with the said detailed programme, submit a supporting method statement and resource schedule, which shall include a programme narrative giving a general description of the methods which the Contractor intends to adopt in the Execution of the Works and details and measures that the Contractor has adopted to ensure its obligations under the Contract are fulfilled.

The Contractor shall design (to the extent required under the Contract) and execute the Works regularly and diligently and in accordance with the Programme.

If, at any time, the WAPCOS Limited Representative gives notice to the Contractor 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 Contractor's stated intentions or will so fail, the Contractor 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 Contractor 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.

Following each Review Meeting, WAPCOS Limited will prepare and circulate to those attending any such meeting a report listing the Contractor's Documents or drawings, data or information of any kind reviewed and a full minute with particular emphasis on any other design information discussed, any comments made and agreements reached.

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

### 5.11 **Project Duration**

The duration of the Consultancy Project will be upto the completion of the Construction of the project from the date of award for the works

### 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.

**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 Performance Bank Guarantee (PBG) is submitted. 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 equivalent to 5% of value of consulting service as provided within 15 days of issue of Letter of Acceptance (LoA) with validity period till completion of assignment/Job plus three months.

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.

**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 Sashastra Seema Bal (SSB) 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 Sashastra Seema Bal (SSB) 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 Sashastra Seema Bal (SSB) (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:**

A sum of 5% of the accepted value of the tender shall be deposited by the successful tenderer as Performance Security. 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 the Assignment. The 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 Chief Engineer (CMU-III)  
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).



**FORM 'A'**  
**FINANCIAL INFORMATION**

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

| <b>Years</b>     | <b>Gross Annual Turnover on Consultancy Works</b> | <b>Profit/Loss (After Tax)</b> | <b>Net Worth</b> |
|------------------|---------------------------------------------------|--------------------------------|------------------|
| <b>2018-2019</b> |                                                   |                                |                  |
| <b>2019-2020</b> |                                                   |                                |                  |
| <b>2020-2021</b> |                                                   |                                |                  |
| <b>2021-2022</b> |                                                   |                                |                  |
| <b>2022-2023</b> |                                                   |                                |                  |

2. Financial arrangements for carrying out the proposed work.
3. Solvency Certificate from Bankers of the bidder in the prescribed **Form "B"**.

**Signature of Chartered Accountant**      **Signature of Bidder(s)**  
**(With Seal)**                                      **(With Seal)**

**Note:- The Valid UDIN no. shall be mentioned on the CA Certificate**

**FORM "B"**  
**FORMAT FOR SOLVENCY CERTIFICATE**  
**SOLVENCY CERTIFICATE**

This is to certify that to the best of our knowledge and information M/s \_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.\_\_\_\_\_. (Rupees.....) This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

**(Signature)**  
**For the Bank**

**NOTE:**

1. Solvency Certificate should be issued from a Nationalized / Scheduled bank.
2. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
3. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**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)<br>(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<br>1.<br>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:                                                                                                                                                                                                 |                  |

**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 Chief Engineer (CMU-III)  
Construction Management Unit-III  
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 works / Services during the last 5 years.

For \_\_\_\_\_

Authorised Signatory

Date:

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

To  
 The Chief Engineer (CMU-III)  
 Construction Management Unit-III  
 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 Chief Engineer (CMU-III)  
Construction Management Unit-III  
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,  
 Chief Engineer (CMU-III)  
 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**  
**WORK EXPERIENCE / TECHNICAL EXPERTISE**  
 (To be given on Company Letter Head)

**A. Details of Work Experience (During Last Seven years)**

| Name &<br>Address of<br>the client | Order No.<br>&<br>Date | Name of<br>Work | Value of the<br>Order | Date of<br>Completion | Attach Copy<br>of the Award<br>of Contract<br>&<br>Completion<br>Certificate |
|------------------------------------|------------------------|-----------------|-----------------------|-----------------------|------------------------------------------------------------------------------|
|                                    |                        |                 |                       |                       |                                                                              |
|                                    |                        |                 |                       |                       |                                                                              |
|                                    |                        |                 |                       |                       |                                                                              |

**D. Details of Key Personals**

(Detailed CV required as per Annexure-D)

Tabulated List of Key Personnel with Work Experience and Field of Expertise as Desired as per Section-III.

**(Signature & Seal of the Bidder)**



**ANNEXURE -C**  
**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 -D**  
**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<br/>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>                             |                               |                        |                  |
| Total experience in Building Project:            |                               |                        |                  |
| Responsibilities held:                           |                               |                        |                  |

| S. No. | Position Held | Period |    | Assignment Period |
|--------|---------------|--------|----|-------------------|
|        |               | From   | To |                   |
| 1      |               |        |    |                   |
| 2      |               |        |    |                   |
| 3      |               |        |    |                   |
| 4      |               |        |    |                   |
| 5      |               |        |    |                   |
| 6      |               |        |    |                   |

**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