

**OPEN TENDER DOCUMENT**

**TENDER No. WAP/ARCH/CDA/BBSR/2026-27/06**

|                     |  |
|---------------------|--|
| <b>Name of Work</b> | <b>Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha.</b> |
|---------------------|--|



**Project Manager (Construction), Odisha  
WAPCOS Limited,  
Plot No. 369/4305, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Above IDFC Bank,  
Jaydev Vihar, Bhubaneswar-751013 (Odisha)  
E-mail – [bhubaneswar@wapcos.co.in](mailto:bhubaneswar@wapcos.co.in)  
Website – [www.wapcos.co.in](http://www.wapcos.co.in)**

**June, 2026**

## **TENDER INFORMATION**

**NIT No. WAP/ARCH/CDA/BBSR/2026-27/06**

**Name of Work: Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha.**

Tenders are invited through E-Tendering System by Project Manager (Construction), Bhubaneswar, Odisha 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.

**Project Manager (Construction)  
Bhubaneswar, Odisha  
WAPCOS Limited**

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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 & CUTTACK DEVELOPMENT AUTHORITY, CDA 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 Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha</b>”.</p> <p>a) Having their Registered office at Plot No.: 369/4305, 1<sup>st</sup> Floor, Above IDFC Bank, Jaydev Vihar, Bhubaneswar-751013 (Odisha) &amp; include their successors &amp; permitted assigns as well as their authorized officer/ representatives</p> <p>b) The <b>Employer/ WAPCOS</b> shall mean <b>WAPCOS Limited</b>.</p> <p>c) The <b>Principal Client</b> shall mean of <b>Cuttack Development Authority, CDA</b>.</p> <p>d) The expression <b>works</b> or <b>work</b> shall, unless there be something either in the subject or context repugnant to such consultancy, be conducted and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.</p> <p>e) The <b>Site</b> shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.</p> <p>f) The <b>Agency</b> shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>g) The <b>Engineer-in-charge</b> means the Project Manager/Engineer Officer appointed by WAPCOS or his duly authorized representative who shall direct, supervise and be in charge of the work for the purpose of this Contract</p> <p>h) <b>Accepting Authority</b> shall mean the Principal Client/ CUTTACK DEVELOPMENT AUTHORITY, CDA</p> |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>i) <b>Tenderer/ Bidder</b> shall mean the firm/party who intends to participate in this Notice Inviting Tender</li><li>j) The <b>Agency/Successful Bidder</b> shall mean the firm or company whose bid has been accepted by WAPCOS.</li><li>k) <b>Award value</b> means the value of the entire work as stipulated in the letter of award.</li><li>l) <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 Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha”**

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

The bank account as per details:

Name of Bank: Indian Overseas Bank

Bank Account Number: 193502000000405

IFSC Code: IOBA0001935

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

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

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

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

## SECTION – II DATA SHEET

### 2.1. General Information

| SI No. | Item  | Details   |
|--------|---|---|
| 1      | Name of the work                                      | <b>Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha</b> |
| 2      | Employer  | WAPCOS LIMITED  |
| 3      | Estimated Cost of Construction & Infrastructure Works | Rs. 3,31,13,722/- (3.31 Cr.) (excluding GST)  |
| 4      | NIT Cost of Architect Works Excluding GST             | <b>Rs. 3,31,000/- (Max. Ceiling)</b> - The Quoted Consultancy fee should not be more than 1 % of the Construction Cost of the Project (Exclusive of GST).                 |
| 5      | Stipulated Time period for completion                 | Till the Completion of Works (As per Section V, Clause 5.11)  |
| 6      | Last Date & Time of submission of Bid                 | <b>As per GeM Portal</b>  |
| 7      | Date of Opening                                       | <b>As per GeM Portal</b>  |
| 8      | Bid validity period                                   | 90 days from the date of opening of technical bid   |
| 9      | Currency of Contract                                  | Indian Rupee  |
| 10     | Language of contract                                  | English   |
| 11     | Method of Selection                                   | Least Cost Selection (LCS)  |
| 12     | Technical Proposal format                             | Provided [Refer Section VII; FORMS & ANNEXURES]   |

### 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 verified copy of a current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned District Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.
- 2.2.3. Such MSE registered firms shall be exempted from payment of tender document cost and payment of Earnest Money Deposit.
- 2.2.4. Definition of MSEs owned by SC / ST is as given below:
- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 2.2.5. All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders.
- 2.2.6. Purchase preference facilities shall not be applicable to this tender, since the quantity cannot be split. In this case, the total quantity shall be offered to the lowest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and Earnest Money Deposit only.
- 2.3. Bid Documents**
- 2.3.1. Bid documents consisting of e-Tender Notice, tender details, in prescribed.xls format and the set of terms and conditions of contract can be seen on the website: gem.gov.in
- 2.3.2. The Bid documents will be available in the website from <https://gem.gov.in> the date specified above
- 2.4. Bid Submission**
- 2.4.1. All Bids are to be submitted online on the Website <https://gemgov.in> . No Bid shall be accepted off-line except the ones mentioned in Para 4.2.4. The Bids shall be received only "online" on or before the last date of submission. The documents related to documents, which are described at Para 4.2.4 must be submitted in hard copy.

- 2.4.2. After opening of the Technical Bid, the original/downloaded documents as per requirement of the e-Tender Document will be verified by WAPCOS, if required.
- 2.4.3. After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on the website. The bidders can check the same from the GeM 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. 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. 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. 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 on GeM Portal
- 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.

### **2.5.6 Assistance to Bidders**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) For any technical related queries please call at 24 x 7 Help Desk Number
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)
- 4) Help Desk Outbound No's: +91-7978636070

**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)**

| S. No | 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)    | Colored 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 05 (Five) years ending on the financial year 2024-25. <b>(Form-A)</b> . The requisite certificates <b>(Form-A)</b> must be certified by Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) which shall 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 02 years in last five financial year. The net worth of the bidder should be positive during the financial year in 2024-2025.</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. 1.66 lakhs during the immediate last 03 consecutive financial years ending 2024-25. This should be duly audited by the Chartered Accountant along with UDIN Number.</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>  |           |          |
|       | <b>Note:</b> Upload summarized balance sheet (Audited) and   |           |          |

| S. No | Particular / Criteria   | Yes / No. | Page No. |
|-------|---|-----------|----------|
|       | summarized Profit & Loss Account (Audited) for last 05 years ending March 2025 shall be uploaded.   |           |          |
| e)    | <p>Should have satisfactory completed / provided Architectural and Engineering Consultancy services in India along with associated works of similar nature in single contract during last 07 years ending on closure date of NIT for</p> <p>(a) One similar work costing not less than 80% of the NIT cost of the project;<br/><b>or</b></p> <p>(b) Two similar works costing not less than 50% of the NIT cost of the project;<br/><b>or</b></p> <p>(c) Three similar works costing not less than 40% of the NIT cost of the project</p> <p><b>“Similar Work” means Projects works involving Architectural and Engineering Consultancy Services carried out for Construction of Residential / Non-Residential/ /Institutional / Commercial Building works for any Central Government / State Government/PSU/ Department or State Public Sector Undertakings/Private firm.</b></p> <p><i>In case of the owner of the work being private sector, a satisfactory completed work certificate must be supported by TDS certificate in form of 26 AS duly authenticated by chartered accountant.</i></p> <p>The Bidders shall submit Completion certificates mentioning name of project, value, date of commencement and completion from the client. The copy of completion certificates shall be got verified from the issuing authority/organization.</p> <p><b>Note:</b> <i>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.</i></p> |           |          |
| f)    | <p>Solvency Certificate as prescribed in <b>Form-B</b></p> <p>The bidder should not be insolvent, in receivership,</p>  |           |          |

| S. No | Particular / Criteria  | Yes / No. | Page No. |
|-------|--|-----------|----------|
|       | <p>bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Nationalized / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least 40% of the NIT cost of the work. The Certificate should be issued between the publishing of NIT &amp; last date of submission of Bids, including extensions if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana specific to this Bid submission only and mentioning the name of the work/project. The certificate shall be submitted in original and the colour/b&amp;w copy/scanned copy shall not be accepted. The certificate should carry name, designation of the bank official, email-ID &amp; Contact No. who has the authority to issue Solvency Certificate.</p> <p><b>OR</b></p> <p>Banker's Certificate as prescribed in <b>Form-B-1</b> from a Nationalized / Scheduled Commercial Bank of amount equal to 40% of the NIT cost put to tender (ECPT).</p> <p><b>OR</b></p> <p>Net worth Certificate as prescribed in <b>Form-B-2</b> of minimum 10% of the NIT cost put to tender issued by Certified Chartered Accountant with UDIN.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>I. WAPCOS shall verify the Certificates from the issuing authority.</li> <li>II. The Certificate should be issued between the publishing of NIT &amp; last date of submission of Bids, including extensions if any.</li> </ol> |           |          |
| g)    | <p>The bidder shall be a company incorporated in India under the (Indian) Companies Act, 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with technical proposal. <b>Joint Ventures are not accepted.</b></p> <p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm /</p>  |           |          |

| S. No | Particular / Criteria   | Yes / No. | Page No. |
|-------|---|-----------|----------|
|       | <p>company. <b>(Form-C)</b>. The bidder must have a registered office in India. Copy of proof of office to be submitted with technical proposal. Acceptable public documents in this regard are copy of Certificate of enlistment, electricity bill and landline telephone bill, etc.</p> <ul style="list-style-type: none"> <li>• Power-of-Attorney supplemented with Board resolutions, if any.</li> <li>• Consortium Agreement, If any.</li> </ul>   |           |          |
| h)    | The bidder/firm must have a valid PAN card and EPF certificate. Copy of PAN card to be submitted with technical proposal.   |           |          |
| i)    | The bidder/firm must have a valid GST registration.   |           |          |
| j)    | 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. |           |          |
| k)    | Letter of Understanding the project site on Bidder's Letter Head <b>(Form-E)</b> .  |           |          |
| l)    | 'No Deviation Certificate' in prescribed format on Bidder's Letter Head. <b>(Form-F)</b> .  |           |          |
| m)    | Agreement to execute the Integrity Pact <b>(Form – G)</b> .   |           |          |
| n)    | Undertaking<br>[To be submitted on Bidder's Original Letter Head]<br>[Rule 144 (xi) in the General Financial Rules (GFRs), 2017] <b>(FORM – H)</b>  |           |          |
| o)    | Bidder shall submit Information on Litigation History, Liquidated Damages, and 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  |           |          |

| S. No | Particular / Criteria   | Yes / No. | Page No. |
|-------|---|-----------|----------|
|       | 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. EVALUATION & SELECTION CRITERIA:**

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

This NIT is intended to select Architect Agency for providing the services as per scope of work mentioned in the NIT. The allotted works from the Department (CDA) to WAPCOS is in Cuttack District.

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

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

Financial proposals shall be opened for only technically qualified/responsive bidders & scoring minimum 75 marks, which shall be evaluated based on the Least Cost Selection (LCS). The L-1 Bidders shall be selected as per lowest quote out of the responsive offers, shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal. The L-1 Bidders shall be selected as per lowest quote by them.

#### **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 (Manpower CV) must score a minimum of 70% marks as per the evaluation criteria mentioned below.

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

| <b>Sl. No.</b> | <b>Description</b>  | <b>Marks out of 100</b> |
|----------------|---|-------------------------|
| <b>1.0</b>     | <b>Manpower to be deployed for the Project:</b>   | <b>Max:20</b>           |
| 1.1            | Team Leader – Architect (Minimum Qualification - B Arch with 10 years' experience) (weightage shall be given for experience in new construction technologies works)             | 05                      |
| 1.2            | Structural Expert (Minimum Qualification - Masters/MTech Structures with 05 years' experience) (weightage shall be given for experience in new construction technologies works) | 05                      |
| 1.3            | MEP Expert (Minimum Qualification – B. Tech Civil/Mechanical with 05 years' experience)   | 05                      |
| 1.4            | Quantity Surveyor (Minimum Qualification – B. Tech Civil with 05 years' experience)   | 05                      |
| <b>2.0</b>     | <b>Experience of similar works during last 07 years successfully completed</b>  | <b>Max: 20</b>          |
| 2.1            | Minimum Eligibility Criteria  | 15                      |
| 2.2            | More than Minimum eligibility Criteria  | 05                      |
| <b>3.0</b>     | <b>Approach and Methodology</b>   | <b>Max: 60</b>          |
| 3.1            | About the Company and Organization Structure  | 10                      |
| 3.2            | Understanding of Project  | 10                      |
| 3.3            | Concept Design  | 30                      |
| 3.4            | Design and Cost control during execution  | 10                      |
|                | <b>Grand Total</b>  | <b>100</b>              |

**b) Evaluation of Financial Proposal**

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

WAPCOS will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for construction and

Infrastructure works. 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.

**c) Award of Contract**

The Letter of Award shall be issued to the selected Architect Firms and as detailed in Clause 3.2.1. The Architect Firms have to sign the agreement with the WAPCOS within 15 days of issue of Letter of Acceptance.

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

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

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

**a. About the Company and Organization Structure**

Bidders are advised to put-up Introduction about their organization, expertise, glimpse of works with photos, organization structure and brief details of technical strength

**b. Understanding of Project**

Bidders are advised to details the understanding of the project, identification of areas to be worked.

**c. Concept Plan to accommodate Building of CUTTACK DEVELOPMENT AUTHORITY, CDA along with external development.**

**d. Design and Cost control during execution**

Methods to be adopted by Architect for cost control in accordance to the design approved by WAPCOS

## SECTION – IV SUBMISSION OF PROPOSAL

### 4.1. Documents To be submitted

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

### 4.2. Proposal Submission:

4.2.1. Interested Bidders should submit tender fee, EMD, technical proposal (Envelope-I) and financial proposals (Envelope-II) as complete submission for the assignment for **Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha.**

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 is as follows:

### 4.2.3. Submission of Bid-Parts on GeM Portal

- 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.

## SECTION- V

### TERMS OF REFERENCE AND SCOPE OF WORK

#### 5.1 INTRODUCTION

The **Cuttack Development Authority (CDA)** is a statutory urban planning and development body functioning under the **Housing & Urban Development Department, Government of Odisha**, responsible for the planned development, infrastructure creation, and sustainable urban growth of the **Cuttack Development Region**.

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

The awarding process for Architect firms has been detailed in Clause no. 3.2.1. CUTTACK DEVELOPMENT AUTHORITY, CDA has engaged WAPCOS for Execution of civil works in the selected blocks & districts. The completion of the project timely is most essential. Thus, this NIT intends for selection of Architect firm to deliver the required outputs desired by CUTTACK DEVELOPMENT AUTHORITY, CDA in timely manner.

#### 5.2 SCOPE OF WORK

##### 5.2.1 Brief Scope of Work

- a) Geographic and Regional Risks of the site (should include, but not limited to soil quality, air testing, humidity testing, water testing etc.)
- b) Site-related Risks viz. Seismic Study etc.
- c) Topographical analysis of surroundings which would form basis for the development of design. Preparation of Conceptual plans and finalizing with the competent authority after discussion with Employer for the assessment of the area requirement.
- d) Preparation of Survey Report & Contour Plan.
- e) Preparation of GFC drawing at the time of construction & As-built drawing.
- 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 and BOQ with reference to latest OSR and market rate analysis for Non OSR 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 CUTTACK DEVELOPMENT AUTHORITY, CDA/ WAPCOS and deliberating various aspects of the displays and their approval.
- m) All structural drawings are to be vetted by IIT/NIT/Any reputed Govt. engineering college.
- n) The Architect shall, in providing the services exercise exceptional skill and care in conformity with the normal standards of the Architect's profession as per the scope of work.
- o) The Architect must ensure proper Topo survey and Geo-tech investigation of site before submission of detailed estimates and drawings. Firm must ensure the visit of structural/geotechnical expert to be sure about the foundation type and design so that no deviation or extra items comes into later execution stage.
- p) Architect must prepare the detailed estimates with proper attention and seriousness. He must ensure that no deviation comes into later execution stage for Civil/Electrical/Mechanical or other works submitted in the estimates unless CUTTACK DEVELOPMENT AUTHORITY, CDA.
- q) Preparation & submission of progress reports of each work during construction period.
- r) All approvals / clearances from concerned departments such as Local Body Approval, Fire-fighting etc. as applicable shall be the responsibility of the selected bidder. The CUTTACK DEVELOPMENT AUTHORITY, CDA/WAPCOS, if necessary, shall assist to get the necessary approvals / clearance from these Departments.

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

### a) Conceptual plans with approvals.

The conceptual plans are to be prepared on the basis of detailed surveys, measurement of land, and verification of data, historical facts, site conditions and requirement/specifications as finalized by the client.

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

- Topographic Survey
- Soil Investigations
- Preparation of Detailed plans.
- Engineering designs and Drawings for complete structures.
- Detailed Bill of Quantities and Cost Estimation.
- Tender drawings.
- Agency should include & take due care of latest relevant town planning guidelines / clauses/norms applicable for the above said area.
- Agency must submit detailed structure drawings along with DPR to avoid deviations/extra items while execution.
- Agency should submit all concepts, drawing's 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.

### 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 such further details and drawings as are necessary for proper execution of the works.
- 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.
- Advice 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 provide Green Building Design. 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 with WAPCOS in the prescribed form and abide by the provisions of the Agreement.
- 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 and any other services connected with the works usually and normally rendered by the firm but not referred to herein above shall also form part of the services.
- The fees quoted by the firm shall include all the above-mentioned services required to be provided by the firm in connection with this project.
- In case of any dispute, the decision of the CMD, WAPCOS shall be final and binding on all.

### 5.3 DELIVERABLE

| Sl. No.   | Deliverables   | Timelines  |
|-----------|--|--|
| <b>A.</b> | <b>Detailed Project Report Stage</b>   |  |
| (i)       | Submission of Concept Plan, Elevations, 3D Views or Walkthrough Model (if desired by Cuttack Development Authority, CDA)   | 05 Days  |
| (ii)      | Submission of Draft Detailed Project Report (DPR) including Survey Layout & Geotechnical Investigations with recommendations, Architectural, Structural and Services Drawings along with Detailed Estimates with supporting Documents of all components/works. | 07 Days after approval of concept plan by CUTTACK DEVELOPMENT AUTHORITY, CDA |
| (iii)     | Submission of Final Detailed Project Report (DPR) including Architectural & Structural Drawings and Estimates of each components/works.  | 05 days after approval of Draft DPR  |
| <b>B.</b> | <b>Construction Supervision and Commissioning</b>  |  |
| (i)       | Local Body Approvals and Vetted Structural Drawings from IIT/NIT or any Reputed Govt.  | At the time of Award of work to contractor                                   |

| Sl. No. | Deliverables                            | Timelines                                  |
|---------|---|--|
|         | Engineering College.                    |  |
| (ii)    | Submission of GFC & Structural Drawings | At the time of Award of work to contractor |
| (iii)   | As-Built drawings and Completion Report | Upon Completion of work                    |

#### 5.4 Payment Schedules

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

| Sl. No. | Reports   | Payment in % of Quoted Value         |
|---------|---|--------------------------------------|
| 1       | Submission of Detailed Project Report including Topographical Survey, Geo-technical Report, Detailed Estimate, Tender Drawings (Architectural, Structural Drawings, Electrical, Plumbing and other related services drawings) for Each works. | 20% of estimated cost for each works |
| 2       | Approval of Detailed Project Report from Client/WAPCOS for each works.  | 30% of estimated cost for each works |
| 3       | Submission GFC Drawings along with submission of vetted Drawings by NIT/IIT or any reputed Government Engineering College, for each work.   | 20% of estimated cost for each works |
| 4       | <b>During Construction Phase</b>  |                                      |
| a       | On Completion of 25% Financial progress of construction at site and Submission of Progress Report by Architect.   | 6% of Awarded value for each works   |
| b       | On Completion of 50% Financial progress of construction at site and Submission of Progress Report by Architect.   | 6% of Awarded value for each works   |
| c       | On Completion of 75% Financial progress of construction at site and Submission of Progress Report by Architect.   | 6% of Awarded value for each works   |
| d       | On Completion of 100% Financial progress of construction at site and Submission of Progress Report by Architect.  | 6% of Awarded value for each works   |
| 5       | Approval of Completion Report, As-built Drawings and handover to the client/Cuttack Development Authority, CDA.   | 6% of Awarded value for each works   |

The Tendering process is for selection of eligible architect firms to deliver output as per scope of work set forth in the NIT. Architect Firms are required to submit the PBG for project as per clause no. 6.5.

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

- (i) Subsequent to award of work and signing of the agreement, the Agency shall immediately deploy his technical team/ Manpower at the site for taking up the assignments under intimation to Employer. Agency shall carry out the study in a professional manner using qualified experts and appropriate personnel. They will endeavour to implement the assignment with diligence within the agreed period.
- (ii) Agency shall employ all required technical persons of adequate experience in consultancy activities for taking up the assignments.
- (iii) The planning, designing of the project shall be done by the Agency. The Agency shall prepare detailed estimates, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Employer. While detailing the scheme, Agency shall provide only those requirements, which can be accommodated as per priority decided mutually between Employer & Agency.
- (iv) All the Plans/Drawings etc must be prepared as per the statutory norms for building, as per the relevant IS codes/ specifications/ norms and the prevailing government guidelines/local authorities. Agency shall submit all structural design calculation along with the structural drawings.
- (v) The Agency shall conduct the Stakeholder meetings whenever and wherever required with comprehensive background note with proposed concept and action plans through presentation including logistics. Whereas Employer will provide the necessary coordination support required from Principal Client The suggestions and out comes from the stakeholders shall be suitably incorporated in the report.
- (vi) Extra/Additional Works under circumstances of field works falling outside the project area, such works shall be undertaken on consent from principal client. However, this shall not be applicable for the studies & concept plan works. The rates for such works shall be paid on mutually agreed rates.
- (vii) Agency shall prepare the detailed estimate in line with architectural, plan, elevation and structural drawings from OSR and LMR analysis for non OSR 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 detailed BOQ.
- (ix) All Expenses for preparing the drawings, soil testing, preparing the reports, all transportation expenses, site establishments, accommodation of staff, and electricity etc shall be borne by the Agency.

## 5.6 RESPONSIBILITIES OF WAPCOS LIMITED

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

- (i) Initially, a team of engineers on request of the Agency shall visit the site and provide necessary input to the agency.
- (ii) WAPCOS may provide the inputs, reports, data and services appropriate to achieve the objectives of the study (only if available). However, the agency shall be responsible for the analysis and interpretation of all data and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.
- (iii) As and when, any clarification is required by the Agency, the team of engineers shall be in readiness to sort out the issue.
- (iv) After the presentation of three alternative plans/drawings/layouts by the Agency; the principal Client shall communicate their approval within a week time. As and when required Principal Client shall pay visit to the site to review the progress of the work.
- (v) WAPCOS shall render necessary assistance for procurement of all data / information as available on the project area / project which may be in the form of reports, maps, drawing books, manuals etc. to the Agency. No classified secret information supplied to Agency will be divulged by their personnel to any unauthorized person without the consent of WAPCOS.
- (vi) WAPCOS shall arrange for necessary introduction and other formalities with all other connected departments / offices and other related departments / offices to enable the Agency to collect data available elsewhere and to interact with such agencies, if need be, in connection with this work
- (vii) Agency's experts and staff working for this project shall have free access and unrestricted movement in the project area in their day-to-day operations.
- (viii) Laboratory charges for testing of any material including the cost of cartage of samples to and from the laboratory shall be reimbursed to the Architect Firm if same is paid by CUTTACK DEVELOPMENT AUTHORITY, CDA to WAPCOS.

**5.7 Consultancy Charges**

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

**5.8 Statutory Fees & Taxes**

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

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

**5.9 Commencement of Work**

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

**5.10 The Programme**

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

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

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

### **5.10.1 Review Meetings**

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

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

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

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

### **5.11 Project Duration**

The CDA has engaged WAPCOS as the Executing Agency initially for 15 months which is further extendable up to 03 more years. WAPCOS based on the performance of the Architect Firms shall also extended the engagement period up to 03 more years. It is understood that the engagement period is automatically stands extended/live if the works assigned in the initial 15 months period is ongoing. In case of extension upto 03 more years, the Quoted charges by Architect firms shall remain fixed and no variation/increment shall be entertained in any case.

### **5.12 Extension of Time:**

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

### **5.13 Validity of Consultancy fees:**

The Consultancy fees shall be valid till the completion of the project.

## 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 5% of its fees as a performance BG as per Clause 6.5.

In case, the Bidders fails to perform the work as per scope of work to the satisfaction of the WAPCOS, the WAPCOS will be at liberty to forfeit the BG 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 in favor of WAPCOS Ltd payable at Gurgaon, Haryana of the amount as mentioned in NIT will be submitted only in the following forms:

- Through RTGS/ NEFT
- 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**. The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of four & half months or more from the date of submission of the tender.

The companies who are registered with Micro & Small Enterprises and also have the NSIC Certificate under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender EMD on submission of requisite proof in the form of valid certification from MSME.

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

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

If any tenderer withdraws or makes 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 unconditional and irrevocable Performance Bank Guarantee from a Schedule Commercial Bank, amounting to 5% of the NIT Cost of Architect Works Excluding GST within one month of receipt of "Letter of Award". The validity of the PBG shall be as per completion of the project plus 03 months and 12 months shall be further claim period. If not indicated by Cuttack Development Authority, CDA /WAPCOS then the PBG shall be submitted for minimum 15 months (validity) plus claim period of 12 months. This period can be further extended as per Clause 5.11, if work is not completed in the initial validity period.

After recording of the completion certificated for the work by Competent Authority, Performance Guarantee shall be returned to the Architect without any interest.

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 CUTTACK DEVELOPMENT AUTHORITY, CDA 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 CUTTACK DEVELOPMENT AUTHORITY, CDA being Principal Employer/Client.** The Agency also unconditionally agrees that in the event the payment or part thereof, under the present Contract/Agreement Work Order/Arrangement is not received from CUTTACK DEVELOPMENT AUTHORITY, CDA (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to the Agency. The said condition shall supersede any and all other Contract/Agreement Work Order/Arrangement between the parties.
- 6.6.6. The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 30 calendar days after receipt of the final report and final invoice by the Client unless the Client, within such thirty (30) calendar day period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final invoice. The Bidders shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Client within thirty (45) days after receipt by the Bidders of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- 6.6.7. Mobilization Advance:** No Mobilization advance shall be released to the bidder.

**6.7 Security Deposit / Performance BG:**

The EMD of the successful bidder shall be kept with WAPCOS as the projects will be assigned to the Successful bidder. The Architect shall submit the Performance Bank Guarantee (PBG) amounting to 5% as per clause 6.5. In addition to PBG, 5% of each Running Bills as per Payment Terms to be retained by WAPCOS as Security Deposit/Retention money. 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 project. Security Deposit shall be returned after Completion of Defect Liability Period of the Project i.e. 1 year after completion of 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 SETTLEMENT OF DISPUTES**

### **6.11.1 GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES**

**6.11.1.1 Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

**6.11.1.2 Exclusive Jurisdiction:** Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniency, place of suing, or inconvenience.

**6.11.1.3 Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 6.11.2.3 below.

**6.11.1.4** The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

## 6.11.2 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

### 6.11.2.1 Tier-I: Dispute resolution by Engineer-in-Charge (EIC)

**6.11.2.1.1 Notice of Dispute:** Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

**6.11.2.1.2 Contents of Notice:** The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularized notices shall be summarily rejected without prejudice to WAPCOS.

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

**6.11.2.1.4 Binding Effect:** The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

### 6.11.2.2 Tier-II: Departmental Review Committee (DRC)

**6.11.2.2.1 Constitution:** A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

**6.11.2.2.2 Review Process:** The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

**6.11.2.2.3 Decision & Finality:** The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

### 6.11.2.3 Tier-III: MANDATORY PRE-LITIGATION MEDIATION

**6.11.2.3.1 Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

**6.11.2.3.2 Mediation Parameters:** Mediation shall be conducted by a mediator empaneled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

**6.11.2.3.3 Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

### 6.11.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

**6.11.3.1 Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

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

**6.11.3.3** Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

### 6.11.4 GENERAL PROVISIONS

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

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

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

### 6.12 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.

### 6.13 Conflict of Interest

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

6.13.2. 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.

- 6.13.3. **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.
- 6.13.4. **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.
- 6.13.5. 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.

- 6.13.6. Without prejudice to the rights of the WAPCOS under Clause 6.13.5 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.
- 6.13.7. For the purposes of Clauses 6.13.5 and 6.13.6, 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.

## **6.14 Confidentiality**

- 6.14.1. 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.
- 6.14.2. 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.

## **6.15 Unfair Advantage:**

**6.15.1.** 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 6.13 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.

**6.16** 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.

## **6.17 SUSPENSION / TERMINATION**

### **6.17.1. 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.

### **6.17.2. 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.

#### **6.18 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-VII**  
**FORMS & ANNEXURES**

**LETTER OF TRANSMITTAL**

From:

To

The Project Manager (Construction-Odisha)

WAPCOS Limited

Plot No.: 369/4305, 1<sup>st</sup> Floor, Above IDFC Bank, Jaydev Vihar

Bhubaneswar-751013 (Odisha)

**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>2020-2021</b> |   |                                |                  |
| <b>2021-2022</b> |   |                                |                  |
| <b>2022-2023</b> |   |                                |                  |
| <b>2023-2024</b> |   |                                |                  |
| <b>2024-2025</b> |   |                                |                  |

**Date:**

**Place:**

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

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

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

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]

**FORM- B: SOLVENCY CERTIFICATE**

**Date:.....**

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

This is to certify that .M/s.....(name of bidder & address)..... as a Customer of our Bank Account are/ is respectable and can be treated as good for any engagement up to a Limit of Rs. .... (Rupees.....) for the work of WAPCOS Tender for “**Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha**”.

(Signature for Bank)  
Name of Bank Official:.....  
Designation: .....

**NOTE:**

1. Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The language of this Form may be changed as per the standard format of Bank at the place of “.....”, without affecting the objective.
2. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extension of date for bid submission, if any
3. Solvency Certificate shall be **specific to this Bid submission only and mentioning the name of the work/project.**
4. **The certificate shall be submitted in original** and the colour / b&w copy / scanned copy shall not be accepted.
5. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate
6. This Certificates will be verified from the issuing authority by WAPCOS during process of Technical Evaluation

**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]**

**FORM- B-1: BANKER'S CERTIFICATE**

**Date:.....**

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

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....having registered address ..... , a customer of our bank, is/are respectable and can be treated as reliable 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.

This certificate is issued on the request of Shri/Smt/M/S ..... for tendering purpose.

**(Signature for Bank)**  
**Name of Bank Official:.....**  
**Designation: .....**

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

**FORM- B-2: NET WORTH CERTIFICATE FROM CHARTERED ACCOUNTANT**

It is to certify that as per the audited balance sheet and profit & loss account during the financial year ....., the net worth of Shri/Smt/M/S .....  
(Name & Registered Address of individual/firm/company), as on .....  
(the date of certificate) is Rs. .... after considering all liabilities.

**Date:**

**Place:**

**(Signature of Statutory Auditor with Seal)**

**UDIN No. :**

**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  | Registration No. |
| 1.  |                  |
| 2.  |                  |
| 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 Project Manager (Construction-Odisha)  
WAPCOS Limited  
Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
Bhubaneswar-751013 (Odisha).**

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 Project Manager (Construction-Odisha)**  
**WAPCOS Limited**  
**Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar**  
**Bhubaneswar-751013 (Odisha).**

**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 has 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 Project Manager (Construction-Odisha)  
WAPCOS Limited  
Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
Bhubaneswar-751013 (Odisha).

**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**

**FORM – G**  
**FORMAT FOR INTEGRITY PACT**  
**[To be submitted on Bidder's Original Letter Head]**

**To,**  
 The Project Manager (Construction-Odisha)  
 WAPCOS Limited  
 Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
 Bhubaneswar-751013 (Odisha).

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

Dear Sir,

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

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

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

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

Yours faithfully,

**Date:**  
**Place:**

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

**ENCLOSURE-1****INTEGRITY AGREEMENT**

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

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

**BETWEEN**

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

**AND**

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

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

**PREAMBLE**

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

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

**Section 1 - Commitments of the 'The Employer'**

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

## **Section 2 - Commitments of the 'Bidder/ Agency'**

- 1) The 'Bidder/ Agency' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Agency' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The 'Bidder/ Agency' shall not, directly or through any other person or firm, offer, promise, or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The 'Bidder/ Agency' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
  - c) The 'Bidder/ Agency' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Agency' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d) The 'Bidder/ Agency' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Agency's of Indian Nationality shall furnish the name and address of the foreign Employers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Agency. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
  - e) The 'Bidder/ Agency' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f) Bidder/ Agency who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Agency' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

## **Section 4 - Compensation for Damages**

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

**Section 5 - Previous transgression**

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

**Section 6 - Equal treatment of all Bidders/ Agencies/ SubAgencys**

- 1) In the case of Sub-contracting, the Principal Agency shall take responsibility for the adoption of the Integrity Pact by the Sub-Agency.
- 2) The Employer shall enter into agreements with identical conditions as this one with all Bidders and Agencies.
- 3) The Employer shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s)/ Agency(s)/ SubAgency(s)**

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

**Section 8 - Independent External Monitor**

- 1) The Employer appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Agencies as confidential. He/ she reports to the Head of the Organization.
- 3) The Bidder(s)/ Agency(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Employer, including that provided by the Agency. The Agency shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Agencys.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Agency(s)/ Sub-Agency(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Organization and recuse himself/ herself from that case.
- 5) The Employer shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Agency. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Employer and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 7) The Monitor shall submit a written report to the Head of the Organization within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of the WAPCOS**

**For and on behalf of the Agency**

NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_

NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_

**In the presence of witness:**

**In the presence of Witness**

\_1 \_\_\_\_\_

\_1 \_\_\_\_\_

2 \_\_\_\_\_

2 \_\_\_\_\_

**FORM – H**  
**UNDERTAKING**

**[To be submitted on Bidder's Original Letter Head]**  
**[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]**

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

Yours faithfully,

**Date:**  
**Place:**

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

**FORM – I**  
**STATEMENT OF EXPERIENCE OF SIMILAR WORKS**

| <b>Project Name / Name of Work</b> | <b>Name of Authority/ Client, Email ID, Address, Contact No.</b> | <b>Description of work</b> | <b>Value of Contract (INR)</b> | <b>Contract No.</b> | <b>Date of Issue of Work Order</b> | <b>Date of Completion of Work</b> | <b>Relevant Supporting Document Attached</b> | <b>Remarks if any</b> |
|------------------------------------|--|----------------------------|--------------------------------|---------------------|------------------------------------|-----------------------------------|--|-----------------------|
|                                    |  |                            |                                |                     |                                    |                                   |  |                       |
|                                    |  |                            |                                |                     |                                    |                                   |  |                       |
|                                    |  |                            |                                |                     |                                    |                                   |  |                       |
|                                    |  |                            |                                |                     |                                    |                                   |  |                       |
|                                    |  |                            |                                |                     |                                    |                                   |  |                       |

**NOTE:**

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed works as per eligibility criteria's works.
- 2) Completion certificates from client for the above information should be attached with the offer.

**Annexure-A**  
**FORMAT FOR BID ACCEPTANCE LETTER**  
 (To be given on Company Letter Head)

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

To,  
 The Project Manager (Construction-Odisha)  
 WAPCOS Limited  
 Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
 Bhubaneswar-751013 (Odisha).

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

Work Name:  
 Tender No:

Dear Sir,

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

Yours Faithfully,

(Signature & Seal of the Bidder)

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

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

To  
WAPCOS LIMITED,  
Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
Bhubaneswar-751013 (Odisha).

In consideration of (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Agency's name & address) (hereinafter referred to as "the Agency " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Agency, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for (name of work) (hereinafter called "the contract") and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Agency to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given. Notwithstanding anything contained herein

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

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

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

**CURRICULUM VITAE**

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

| 1 | Project Name | Position held | Services offered in Brief |
|---|--------------|---------------|---------------------------|
| 2 |              |               |                           |
|   |              |               |                           |
|   |              |               |                           |

**Undertaking:**

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

**Date:**

Signature of staff  
member

Signature of authorized  
representative of the firm

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

**Date:.....**

To,  
The Project Manager (Construction-Odisha)  
WAPCOS Limited  
Plot No.: 369/4305, 1st Floor, Above IDFC Bank, Jaydev Vihar  
Bhubaneswar-751013 (Odisha).

**Sub: Financial Bid for the “Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha”**

Dear Sir,

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

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

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FINANCIAL QUOTE  
FOR ARCHITECTURE SERVICES FEE**

| S. No | Name of Work  | % Architectural Fee against Construction cost of project (i.e Rs 3.31 Crore) (Exclusive of GST) |
|-------|---|---|
| 1     | <b>Architectural Services for providing Comprehensive Architectural Design, Drawings, Engineering and Allied Services for Development of Atal Park at Cuttack, Odisha</b> |   |

**Note:**

- 1) The Bidder shall quote percentage up to two decimals only
- 2) The applicable Goods and Services Tax (GST) is excluded in above rates
- 3) **Max. Ceiling - The Quoted Consultancy fee should not be more than 1.00% of the Construction Cost of the Project (Exclusive of GST).**
- 4) The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and include all Materials, Manpower, Supervision of Work, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, payments like PF, ESI, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes / cess as per Government directives shall be deducted from each bill paid to the Architect agency, from time to time.
- 5) The Architect agency shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Architect agency only after uploading of GST amount by Architect agency on GST portal to avail input benefit of GST by WAPCOS Ltd. The GST will be released after submission of proofs.
- 6) No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- 7) Architect shall not claim payment against pending services or incomplete stages of work.
- 8) The cost of references to be made by the Architect to his in-house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.

**ANNEXURE-E**  
**FORMAT FOR PERFORMANCE IN CUTTACK DEVELOPMENT AUTHORITY, CDA**  
**WORKS**

[To be submitted by Bidder on their Letter Head]

Date:.....

**Subject: Performance in Completed/Ongoing CUTTACK DEVELOPMENT AUTHORITY, CDA works**

This is to certify that our firm is/was engaged for the following works of CUTTACK DEVELOPMENT AUTHORITY, CDAs detailed below:

| SN | Name of Project | Location & state | Name of PSU/ or CUTTACK DEVELOPMENT AUTHORITY, CDA | Project Cost | Date of Start | Stipulated Time of Completion | On going / Completed |
|----|-----------------|------------------|--|--------------|---------------|-------------------------------|----------------------|
| 1  |                 |                  |  |              |               |                               |                      |
| 2  |                 |                  |  |              |               |                               |                      |

Date:

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

Place:

**Name and seal of Bidder**

**NOTE:**

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

**FORM-E(a)**  
**FORMAT FOR PERFORMANCE IN CUTTACK DEVELOPMENT AUTHORITY,**  
**CDAWORKS DULY CERTIFIED BY**  
**[To be submitted by Bidders on Letter Head of Concerned PSU]**

**Performance Certificate**

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

**(Signature, name and designation  
of the Nodal officer of PSU for CUTTACK  
DEVELOPMENT AUTHORITY, CDA  
Works)**

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

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

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

**APPENDIX-I**  
**BANK GUARANTEE FORMAT FOR EMD**

WHEREAS, M/s ..... having their Registered/Head Office at ..... (hereinafter called “the Bidder”) has submitted his Bid dated ..... for the ..... [hereinafter called “the Bid”] to M/s WAPCOS Limited (hereinafter called the Employer)

KNOW ALL PEOPLE by these presents that we ..... (name of the Bank) having our head office at ..... (hereinafter called “the Bank”) are bound unto Employer in the sum of ..... for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of .....month..... year.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;
- OR
- (2) If the Bidder having been notified of the acceptance of his bid by ..... during the period of Bid Validity:

We undertake to pay to the ..... up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Bidder will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ..... after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the ..... notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

- i) Liability under this guarantee shall not exceed .....
- ii) This bank guarantee shall be valid upto ..... and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before ..... (Indicate a period twelve months after the date of issue of Bank Guarantee).

DATE:  
 (Signature of Witness)

SIGNATURE:  
 SEAL