

**Request for Proposal**

**For**

**Hiring of Agency for Providing Services for Rendering Design, Planning, MEP, and Landscape, including Technical Support for Structural Design, Laisoning, and Approvals for the Development of Sports Infrastructure in Navi Mumbai.**

**WAP/PROJECTS/TNA/NMMC/2025/01**

**Date: 03.10.2025**



**Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607**

**SEPTEMBER 2025**

## **TABLE OF CONTENT**

<b>TECHNICAL BID</b>	
<b>SECTION</b>	<b>PARTICULAR</b>
	<b>NOTICE INVITING TENDER</b>
<b>SECTION I</b>	INSTRUCTIONS TO BIDDERS
<b>SECTION II</b>	SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS
<b>SECTION III</b>	<b>FORMS</b>
	LETTER OF TRANSMITTAL
	FORM A: FINANCIAL INFORMATION
	FORM B: STATEMENT OF SIMILAR WORKS
	FORM C: STRUCTURE & ORGANISATION
	FORM D: NON-BLACKLISTING / DEBARMENT CERTIFICATE
	FORM E: UNDERSTANDING THE PROJECT SITE
	FORM F: NO DEVIATION CERTIFICATE
	FORM G: INTEGRITY PACT
	FORM H: FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION
	FORM I: DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA
	FORM J: BANKER'S CERTIFICATE (SOLVENCY) FROM THE BANK
<b>SECTION IV</b>	<b>ANNEXURES</b>
	ANNEXURE-I: BANK GUARANTEE FORMAT FOR EMD
<b>ANNEXURE-A</b>	<b>FINANCIAL BID</b>
	FORM OF QUOTATION
	BILL OF QUANTITY

---

**NOTICE INVITING TENDER (NIT)**

---

## BID DATA SHEET

### NOTICE INVITING e-TENDER (NIT) / (E-Procurement System) on GEM Portal

Notice No: WAP/PROJECTS/TNA/NMMC/2025/01

Dated 03.10.2025

WAPCOS Limited (A Govt. of India Undertaking), invites “E-Tenders” from experienced Agencies and competent bidders for the work as per the following details:

1.	Name of Work / Project	:	<b>Hiring of Agency for Providing Services for Rendering Design, Planning, MEP, and Landscape, including Technical Support for Structural Design, Laisoning, and Approvals for the Development of Sports Infrastructure in Navi Mumbai.</b>
2.	Site / Location	:	Navi Mumbai
3.	Website for viewing tender	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> and <a href="https://gem.gov.in/">GEM Portal (https://gem.gov.in/)</a>
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<a href="https://gem.gov.in/">GEM Portal (https://gem.gov.in/)</a>
5.	Estimated Project Cost ( <b>Approximate</b> )	:	<b>Rs. 50 Crores (Excluding GST)</b>
6.	Cost of Tender Document / Processing Fee	:	<b>NIL</b>
	Earnest Money Deposit (EMD)	:	<b>Rs. 36500/-</b> shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects in favour of “WAPCOS Limited” payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.  Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB, Gurugram IFSC code: IOBA0001935
7.	Performance Bank Guarantee	:	3% (Three Percent only) of Contract value within 14 days from the issue of Letter of Award (LoA).
8.	Security Deposit	:	2.5% (Two point Five Percent only) of Contract value which will be deducted in each

			RA bill and will be paid after release of final Payment
9.	Project Completion Period	:	24 months from the Date of Award of work
10.	Validity of Bid/Tender	:	120 Days from Bid Opening date
11.	JV/Consortium	:	Not Allowed
12.	Site Visit	:	Not Mandatory
13.	Last date & time of Procurement / download of tender Document	:	As per GEM Portal
14.	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED, Thane, Maharashtra) latest by 5 days before last date of tender submission as mentioned in NIT.
15.	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	:	Within 48 hours of Last date of online submission mentioned on GEM Portal
16.	Last date & time for online submission of Technical & Financial Bid	:	As per GEM Portal
17.	Online opening of Technical Bid	:	As per GEM Portal
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	Chief Engineer, 406, Orion Business Park, Ghodbunder Rd, Kapurbawdi, Thane West, Maharashtra 400607 Email: <a href="mailto:wapcosmumbai@yahoo.co.in">wapcosmumbai@yahoo.co.in</a>
20	Price Adjustment	:	The rates quoted by the Bidder shall be firm & fixed
21	Delay in completion		In the event of any delay in mobilization of manpower / machineries and completion of work in the specified completion time, a penalty of 0.5 % per week subjected to maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

**Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable):** The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.

**The technical and financial bids shall be uploaded on the GEM portal.** If the office of WAPCOS Limited, Thane happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website only. Bidders are advised to visit above specified website regularly for updates/Amendments/Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on [GEM Portal \(https://gem.gov.in/\)](https://gem.gov.in/).

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

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

#### **IMPORTANT POINTS**

- i. Joint Ventures / Associations are strictly not allowed.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS LIMITED  
Chief Engineer,  
WAPCOS Limited, Thane

**SECTION-I**  
**INSTRUCTION TO BIDDER**

**SECTION-I**  
**INSTRUCTION TO BIDDER**

**1.1 INTRODUCTION**

This Part of the Bidding Documents i.e. Instructions to the bidder provides the information necessary for bidders to submit responsive bids, opening and evaluation and process for award of contract. If any information provided in this document has conflict with the provision of general conditions, than the later shall prevail.

The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in all parts of tender document along with all amendments/ corrigendum's / addendums before filling the Bid form. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.

The Sellers/ Agency shall follow the link for reading the training module for GEM Participation as follows:

<b>S. No.</b>	<b>Module</b>	<b>Link for Training Module</b>
1	Introduction to Seller/Service Provider Functionality	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>



<b>S. No.</b>	<b>Module</b>	<b>Link for Training Module</b>
7	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf</a>
8	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>
9	Bill of Quantities [BoQ] – Seller	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf</a>

## **TENDER DOCUMENTS**

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

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission

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

## **CLARIFICATION OF BID DOCUMENTS**

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in the pre-bid meeting / as mentioned in the NIT.

WAPCOS will reply to only those queries which are received before the scheduled time and which are essentially required for submission of bids. WAPCOS will not reply to the queries which are not considered fit like or replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained and WAPCOS Limited shall remain indemnified on all counts in this regard.

## **AMENDMENT OF BID DOCUMENTS**

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before

submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

## **1.2 SUBMISSION OF BIDS**

### **Online submission of Bid**

The bidders shall submit their Technical and Financial Bid electronically through GEM Portal (<https://gem.gov.in/>).

### **Technical Bid**

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

*Documentary evidence of having deposited the cost of bid document and EMD as per NIT.*

*Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 7 of ITB and other requirements mentioned elsewhere in the Tender document.*

### **Financial Bid**

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in **Annexure-A: Financial Bid** of Bid document. Financial Bid shall be uploaded through GEM Portal of Government of India.

### **Deadline for Submission of Bids**

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The notice for extension of bid submission date shall be put on GEM Portal of Government of India.

### **Modification and Withdrawal of Bids**

The bidder may modify or withdraw their bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to WAPCOS. The bid shall be modified / withdrawn on GEM Portal.

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause-3.

### **Assistance to Bidders**

- 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.

- Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

### **Bid Submission**

The entire bid-submission would be online process through ETS. Broad outline of submissions are as follows:

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (Envelope-II of the Tender Document)

### **1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER**

The Bidder shall submit following document offline in separate sealed envelopes also.

- ✓ Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”
- ✓ Original of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.

### **1.4 MINIMUM REQUIREMENTS AT BIDDER'S END**

Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity.

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s) / GEM Portal registration

## **2 INSTRUCTIONS TO BIDDER**

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

- a) The Schedule of Quantity is given in **Annexure-A**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the

purposes of this provision, the terms set forth below:

- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.

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

- vi. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- viii. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- ix. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned

from doing any business with WAPCOS Limited

- x Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

### **3 EARNEST MONEY DEPOSIT (EMD)**

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD is mentioned is **Annexure I**.
6. The bank details of WAPCOS Limited are
  - Account Number – 193502000000405
  - A/c Holder – WAPCOS Limited
  - Bank Name – Indian Overseas Bank
  - Branch name: NHB, Gurugram
  - IFSC code: IOBA0001935
7. Unsuccessful bidder's EMD will be released after award of work to the Successful bidder.

#### **Forfeiture of EMD**

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

### **4 COST OF BIDDING**

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

### **5 LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English

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

## **6 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees only.

Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

## **7 ANNEXURES**

The successful Bidder shall submit the following documents and follow the guidelines as per “**Section of Annexures**” mentioned in tender document.

Annexure- I	:-	BANK GUARANTEE FORMAT FOR EMD
Annexure- II	:-	PERFORMANCE SECURITY

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

**For & on behalf of WAPCOS Ltd**

**SECTION- II**  
**SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS**

**1.0 SITE VISIT**

Before submission of the bid, the bidder shall be fully aware of the project site location, its area, and surrounding conditions. It shall be deemed that the bidder has considered all relevant aspects of the site, such as rainfall, temperature, humidity, accessibility, topography, and other local conditions that may affect the execution of works.

After allotment of work, no claim whatsoever shall be entertained on the plea that the information provided by WAPCOS was insufficient or that the bidder was not aware of the site conditions. The responsibility for acquainting themselves with the site particulars and related conditions lies solely with the bidder, at their own cost, interest, and risk.

The Scope of work of project in this Section shall include in accordance with Detailed Technical Specifications of all the works.

**2.0 PRE-BID MEETING**

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 7 days of tender submission date as mentioned in NIT.

**3.0 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION**

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

The Technical Bid shall be uploaded **with properly readable colored scanned copies of following documents. All the documents must be Serial Wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

<b>Format of Check List</b>				
<b>S.N.</b>	<b>Particular of Document</b>	<b>Yes</b>	<b>No</b>	<b>Page Nos. From-to</b>
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD as mentioned in NIT in original			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and <b>Audited Balance Sheet for Last 5 (five) years</b> ending on the financial year			

	2024-2025 duly certified by Chartered Accountant.			
	<ul style="list-style-type: none"> <li>The Bidder should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2024-2025. Certificate shall be duly audited and Attested by the Chartered Accountant (<b>Form-A</b>) along with UDIN Number.</li> </ul>			
	<ul style="list-style-type: none"> <li>Turnover: Average annual financial turnover should be at least 50% of the estimated Consultancy cost of work in <b>last 3 consecutive financial years ending 2024-2025</b>. This should be duly audited by the Chartered Accountant doing Statutory Audit (<b>Form-A</b>). Turnover &amp; profit/loss certificate/form must carry UDIN.</li> </ul>			
	<ul style="list-style-type: none"> <li>Full Balance Sheet and Profit &amp; loss Statement of Bidder should be verified by Chartered Accountant.</li> </ul>			
e)	<p>The bidder should have completed and/or ongoing similar type of project in last 10 Financial Years ending previous day of last date of submission of tender for Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU in India, Nifty Listed companies and Authorities/Institutions/Societies under Govt. in India (<b>Form B</b>).</p> <p><b>Eligibility Criteria:</b></p> <p>a) One similar work having project cost of minimum <b>80% of Rs 50 Crore i.e. Rs. 40.00 Crore</b></p> <p style="text-align: center;">or</p> <p>b) Two similar works having project cost of minimum <b>50% of Rs 50 Crore i.e. Rs. 25.00 Crore</b></p> <p style="text-align: center;">or</p> <p>c) Three similar works having project cost of minimum <b>40% Rs 50 Crore i.e. Rs. 20.00 Crore</b></p> <p>Projects carried out should be in India only.</p> <p><b>Note:</b> Similar works shall mean work carried out such as <b>Design &amp; PMC for Development/ Construction of Sports Infrastructures</b></p> <p>Sports Infrastructures means Indoor Sports Hall/Swimming Pool Complex/Open Sports Complex/Stadiums/Sports Building/Grounds with Natural or Artificial turf etc./Retrofitting, Strengthening, Refurbishment &amp; Renovation Works of Sports Infrastructures”.</p> <p>a) The “Completed work” refer to fully completed work of the amount required as per relevant qualification criteria. The bidder shall submit</p>			



	<p>Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/W.O(s) from respective Owner(s)/Client(s) duly signed by authority. <b>(Form-B)</b>.</p> <p>b) These works should be carried out in India only under a single contract.</p> <p>c) If the bidder submitted the proof of ongoing works, then certificate of completion or proof of having received at least 80% payment of the awarded cost of the project needs to be submitted. The Payment received by the bidder shall meet the minimum requirement of Project cost as per Eligibility.</p>			
f)	<b>The bidder should have completed at least one Consultancy Project for Construction of Sports Infrastructure in the State of Maharashtra. (Form B).</b>			
g)	The bidder should have an experience of at least one Green Building Project. The Completion Certificate and LEED/GRIHA Certificate shall have to be submitted for this project. <b>(Form B)</b> .			
h)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C)</b> .			
i)	Bidder should not be blacklisted/ debarred by any government/ semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D)</b> .			
j)	Letter of understanding the project site on bidder's Letter Head <b>(Form-E)</b> . Deleted			
k)	No Deviation Certificate in prescribed format in Bidder's Letter Head <b>(Form-F)</b> .			
l)	Agreement to execute the Integrity Pact <b>(Form-G)</b> .			
m)	Bidder shall submit Information on litigation history in bidder Letter Head <b>(Form-H)</b> .			
n)	<p>The bidder is required to submit the CVs of the following technical personnel <b>(Form-I)</b>.</p> <ol style="list-style-type: none"> <li>1. Senior Architect – 1 no</li> <li>2. Civil Engineers – 1Nos</li> <li>3. Structural Engineer – 1 No</li> <li>3. MEP Engineers – 1 no.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) Proof of Education Qualification is required to be submitted along with CV</li> <li>2) Proof of Membership/Registration in council of architecture is required to be submitted along with CV (For architects only)</li> <li>3) All the personnel proposed to be deployed for this assignment must be on roll of the company.</li> </ol>			

o)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit <b>Solvency certificate</b> with details of Financial Status i.e. Name of the Banker & Current Solvency ( <b>i.e. the Solvency certificate shall be dated after the date of publication of Tender</b> ) from the Banker for a sum of at least <b>40%</b> of the estimated Consultancy cost in <b>Original from any nationalized /scheduled bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-J)</b>			
p)	Copy of P.F and PAN Number.			
q)	<b>Goods and Service Tax (GST):</b> Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.			
r)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Joint Ventures / Consortium / Associations are strictly not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. <b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
s)	Understanding of the project & Detailed methodology proposed for this project.			
t)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed (use scanned signature) 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. ( <b>Do Not Submit with the document of Offline Submission</b> )			
u)	Bidder must have its own or Rented office in Mumbai/Mumbai Subarban/Navi Mumbai Area			

**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 of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

## NOTES:

**Bidders who full fill the above requirements shall only be qualified for technical evaluation.**

Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

## OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- 1 Originals of EMD and Solvency Certificate** in separate sealed envelope clearly labeled as “EMD AND SOLVENCY” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

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

***The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected & will not be considered for further evaluation of tender documents.***

## 4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document as per the format given in NIT & as per the e-GEM portal format.

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on DSR & applicable Cost Index or Maharashtra SOR provisions and Non-scheduled items as per the standard practice. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor/Agency. **The Goods and Services Tax (GST) shall be paid extra over quoted cost to the agency.**

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor/Agency on GST Portal “to avail Input benefit of GST”. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor/Agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The quoted rates/amounts shall be deemed to be firm throughout the project till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.

The contract may be extended, according to the direction of Project Authority, in this case also, the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor/agency to quote the rate accordingly.

**Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.**

The financial proposal is to be filled by bidder in the excel file attached in e-tenders portal. After that, same filled excel file, will be uploaded by bidder at the submission of Financial/Price Bid.

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

## **5.0 OPENING OF FINANCIAL BID**

The financial bids of the technically qualified bidders shall be opened at the notified date & time by email.

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

## **6.0 JOINT VENTURE**

Joint Venture / Consortium / Associations are strictly not accepted/ allowed.

## **7.0 BID PRICES**

7.1 The bidder shall fill in rates and prices for all the items of the schedule of works. The rates should be **inclusive of all applicable taxes & duties excluding GST.**

7.2 The quoted price shall include, but not be limited to, the following activities:

- All the works including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, stay at the project site, TA & DA of employees, provision of suitable labour etc;
- Access to the project site
- Any stoppage of works due to any unforeseen reason.

7.3 **The rate should include all taxes & duties, insurance, transportation etc. and nothing extra will be paid over and above the contract price as specified in Annexure-A.**

7.4 Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor/agency (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.

7.5 Any conditional bid shall be rejected.

## **8.0 BID VALIDITY**

The offer(s) submitted by the bidder shall be valid for a period of 120 (One Hundred Twenty) days from the date of opening of the quotations.

## **9.0 BID OPENING**

Bid opening date & venue are mentioned in Bid Data Sheet. The bidders can send their representatives, if they desire so as to attend the bid opening.

## **10.0 EVALUATION & SELECTION CRITERIA**

### **10.1 TECHNICAL**

The technical evaluation will be based on clause 3.0: Qualifying criteria. The agencies qualifying under clause 3.0 above are only considered for further financial evaluation.

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc.

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

- I. Submitted the application after the response deadline;
- II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive;
- V. Failed to provide clarifications related thereto, when sought;
- VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VII. Bid is incomplete and/ or not accompanied by all required documents;
- VIII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- IX. The Qualifications and Experience of the Bidder are not met by the Bidder;
- X. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

### **Shortfall Documents**

WAPCOS may ask the Bidder for submission of additional documents, if required as per e-GEM portal procedures. These documents shall not be relating to Original data submitted by bidder/submission of EMD/Solvency Certificate. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

## **Right to Accept/ Reject the Bid**

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TIA reserves the right to reject incomplete or incorrect bids.

## **10.2 OPENING OF FINANCIAL BID**

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

## **SELECTION CRITERIA – FINANCIAL**

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- The Calculated Percentage based on quoted price shall remain fixed and the actual fees shall be calculated on the percentage of the Actual Cost of work. The Estimated Cost of work may vary as per detailed design and site conditions.
- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.
- If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.
- The financial cost shall also include GEM Transaction Charges

## **11.0 AWARD OF WORK**

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 **To complete the work in the time period of 24 months from the date of issue of work order including mobilization period. Agency has to mobilize sufficient team with equipment's to complete the work in time.** However the duration of work shall be in commensurate to the duration of construction period.
- 11.3 Notwithstanding clause 11.1 as above WAPCOS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the WAPCOS action.

## **12.0 TERMS AND CONDITIONS**

- 12.1 **Time of Completion:** 24 Months from the date of award of work or in accordance with the requirements of the Client including the period of mobilization.
- 12.2 The bidder shall mobilize the required manpower as mentioned in the Clause 10.1 Point 5- C.V.s of personnel within 5 days from issue of Letter of Award.
- 12.3 The required machineries are to be deployed at Project Site as per the project requirements within 5 days from issue of Letter of Award.
- 12.4 Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.
- 12.5 The Bidder must have an office in Mumbai/Mumbai Suburban/Navi Mumbai.
- 12.6 The bidder shall submit the Drawings in hard copies as well as soft copies in Scanned as well as editable formats
- 12.8 The bidder shall submit and get Environmental Impact assessment EIA as per project requirement.
- 12.9 The bidder shall get MCZMA as per project requirement.
- 12.10 The bidder shall get other government approvals as applicable for the project from all government statutory bodies.
- 12.11 The bidder shall get structural drawing vetted from VJTI/IIT Mumbai.
- 12.12 The bidder shall obtain environmental clearance from concern department.
- 12.13 The bidder shall obtain consent to establishment from MPCB
- 12.14 The bidder shall obtain CRZ Clearance from MCZMA
- 12.15 The bidder shall obtain Indian Green Field certification IGBC
- 12.16 The bidder shall make walk through video of the project /site

## **13.0 A) PERFORMANCE SECURITY**

- 13.1 A performance security guarantees of 3% of the total value of contract shall be payable by the Bidder (successful bidder) within 14 working days on award of the works in the form of Bank guarantee in the specified format.
- 13.2 Successful tenderer shall accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.
- 13.3 Performance guarantee may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, and Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.
- 13.4 Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including operation and / or maintenance and defect liability period, if any or one month from the date of release of final payment whichever is later.

The Bank Guarantee (Performance BG or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

Indian Overseas Bank  
NHB Gurugram, Branch Code: 1935  
IFSC Code: IOBA0001935  
Beneficiary: WAPCOS Limited”

**Acknowledgement Number so generated may be provided along with the BG's.**

The Performance Guarantee shall be refunded to the Agency after 60 days of the successful completion of all activities as per the scope of the work.

#### **Release of Performance Guarantee**

i. Performance Guarantee	<b>Applicable</b> 3% of Contract Value (This guarantee shall be in the form Demand Draft/ FDR/ BG of any Nationalized /Scheduled commercial Bank accordance with the prescribed form. (PBG will be returned after the completion of works and issuance of the completion certificate)
ii. Time allowed for submission of Performance Guarantee	14 days

#### **B) SECURITY DEPOSIT**

Security Deposit of 2.5% (Two point Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

#### **14.0 VARIATION**

It may be noted that the Cost given in the schedule has been estimated project cost as realistically as possible, but any change in the project cost during the detailed design, DPR stage arising may be incorporated, on prior approval of Engineer-in-charge of WAPCOS Limited. No change in the quoted percentage rate shall be allowed due to changes in the Project cost of works.

In case of any increase or decrease in the overall project cost (including changes in quantities or scope), the total fees payable to the Agency shall be as per the quoted percentage rate on the final Project cost after completion of execution, as approved by the Client.

No extra payment shall be made to the Agency by WAPCOS for such variations beyond the quoted percentage, except as outlined above

The variation of quantities is applicable/ acceptable only after the approval & payment received by WAPCOS from the Client for the same.



## 15.0 PHASING OF PAYMENT

S. No.	Phase / Activity	Deliverables / Payment Milestone	% of Total Fees (Cumulative)
A	<b>Preliminary Stage</b>	On submission of Preliminary Drawings for Development Authority approval along with Commencement Certificate (CC) approval of Job Drawings. <b>Timeline:</b> Within 1 month from date of appointment (subject to approvals).	<b>15%</b>
B	<b>Basic Design Stage</b>	On preparation and submission of Basic Working Drawings & Details sufficient for preparing item-wise cost estimates, and acceptance by Client/NMMC. <b>Timeline:</b> Within 2 months from appointment (subject to approvals).	<b>25%</b>
C	<b>Detailed Design &amp; Tender Stage</b>	On submission of Detailed Architectural, Structural, and MEP drawings with specifications, BOQ, estimate costs, and Draft Tender Documents sufficient to invite tenders. <b>Timeline:</b> Within 4 months from appointment (subject to approvals).	<b>35%</b>
D	<b>Tender Evaluation &amp; Good-for-Construction (GFC) Stage</b>	On submission of remarks & recommendations, justification for acceptance of tender, and issue of Good-for-Construction (GFC) drawings (Architectural/Structural/MEP) for commencement of site works.	<b>45%</b>
E	<b>Construction Stage</b>	During the course of construction at site, further payments to be made in installments consistent with the value of work executed and certified by Client/NMMC from time to time.	<b>Progressive up to 75%</b>
F	<b>Completion Stage</b>	On completion of work & obtaining the Occupancy Certificate from the concerned authority.	<b>85%</b>
G	<b>Defect Liability / Final Stage</b>	On submission of Project Completion Report, As-Built Drawings, and Maintenance Guidelines, along with compliance of rectifications/repairs required during the Defect Liability Period.	<b>100%</b>

### \*PAYMENT OF FEES DURING ACTUAL EXECUTION

The fee of 30% mentioned at Sr.No.E will be divided into equal instalments over the period of completion of work and towards financial progress shall be as follow:-

CAT = Cost of work (shall be initially considered on the estimated cost to be prepared by the agency and approved by Client/WAPCOS. Thereafter on the estimated cost put to tender, and then on the accepted contract price which shall not include any escalation, price variation, bonus paid to the Contractor/Agency,

cost of the land).

A =Consultancy fees in percentage.

B = 0.30

X = Financial Progress of work as paid to the Contractor/Agency (in Percentage).

$$F = B \times \frac{CAT}{100} \times A \times \frac{X}{100}$$

**Note:**

- a) The Payment shall be made on the quoted percentage of Tendered costs only during Post-Tender Activities.
- b) The Financial Progress of work as paid to the Contractor shall not include the cost of Deviation and Extra Items.
- c) Any amount towards escalation, price variation, and penalty paid to the contractor/agency or cost of land shall not be taken into account while evaluating the fees of the bidders.
- d) The bidder shall quote the fees in the financial bid keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Agency. **The Goods and Services Tax (GST) shall be paid extra over quoted rate in percentage to the Agency**
- e) It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor/Agency on GST Portal “to avail Input benefit of GST”. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor/Agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.
- f) The quoted rates/amounts shall be deemed to be firm throughout the project till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.
- g) The contract may be extended, according to the direction of the WAPCOS. In this case also, the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor/agency to quote the rate accordingly. Taxes as applicable shall be deducted at source as per GOI norms.

**Back-to-Back payment clause:**

“The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Navi Mumbai Municipal corporation being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be

made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from Navi Mumbai Municipal corporation being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from Navi Mumbai Municipal corporation, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties”.

## **16.0 PROGRAMME**

The contractor/agency shall furnish within five days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract.

### **16.1 Contractors/Agency’s Superintendence and Obligations**

The contractor/agency shall intimate the WAPCOS within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with WAPCOS authorized representative for field activity.

The contractor/agency shall remain fully responsible for the accuracy and relevancy of all field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

### **16.2 Insurance**

The bidder shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the bidder, the bidder shall pay compensation to the victims.

**16.3** The bidder shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favourable than those required by law.

**16.4** In case, any delay occurs due to local hindrance the bidder shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The bidder shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

**16.5** The bidder shall submit weekly progress report to WAPCOS site engineer. The bidder shall equip their site in charge with mobile phone to facilitate communication and control over work progress.

- 16.6** No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS at any stage.
- 16.7** Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Agency's or their Personnel or any Sub-consultant/sub-contractor/vendor or their Personnel for the period of consultancy.
- 16.8** Third Party liability insurance with minimum coverage, of Rs.10 lakhs for the period of consultancy.
- 16.9** Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.
- 16.10** Worker's compensation insurance in respect of the Personnel of the Agency and of any Sub-consultant/sub-contractor/vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 16.11** Insurance against loss or damage to
- Equipment purchased in whole or in a part with funds provided under this Contract.
  - The Agency's property used in the performance of the Services, and
  - Any documents prepared by the Agency in the performance of the Services.

**17.0 OTHER TERMS AND CONDITIONS**

- i) The Bidder/agency will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Bidder/agency shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
- Third party liability insurance.
  - Worker's compensation insurance in respect of bidder's personnel.
  - Any other insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land.
- iv) The agency shall comply with the provisions of the following acts:
- Contract labour (Regulation & Abolition) Act 1970
  - Employees Provident Fund Act, 1952
  - Minimum Wages Act, 1948 (Amended)
  - Employer's Liability Act, 1938 (Amended)
  - Industrial Employment Act, 1946 (Amended)
  - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- v) The Bidder shall not employ any laborer below 18 years.

## **18.0 ARBITRATION**

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

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

## **19.0 LIQUIDITY DAMAGES**

If the bidder fails to complete the job assigned to them as per the scope of the work in the given time mentioned under progress Schedule, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 1% per week or such smaller amount as may be fixed by accepting authority on the contract value subjected to a maximum of 10%.

The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

## **20.0 FORCE MAJEURE**

**20.1** Force Majeure is herein defined as any cause, which is beyond the control of the Agency or WAPCOS/Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural Phenomenon, including but not limited to floods, droughts earthquakes and epidemics/ Pandemics (i.e. Covid-19 etc.).
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days form occurrence of such a cause, notifies the other in writing of such cause. The Agency or WAPCOS/Client shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/his/her obligations resulting from any force majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

**20.2** Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS/Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the agency in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provided adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**20.3** In case of a Force Majeure, all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure. The Agency if affected by an event of Force Majeure, shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. The Agency shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**20.4** During the period of Agency's inability to perform the Services as a result of an event of Force Majeure, the Agency shall not be entitled for any claim due to the expenditure/costs incurred during such Force Majeure period.

**20.5** Any period within which an Agency shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, the extension of services/time of the Agency is subjected to the approval of extension of time from the Client only.

**21.0 Termination of Contract and payment upon Termination**

**21.1 Termination of Agreement for failure to commence Services:**

If the Agency does not commence the Services within the 14 days period after award of the works, WAPCOS may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**21.2 Termination of Agreement after commencement of services:**

The Agency shall be terminated, if:

- a) If the services & performance of the Agency are not found satisfactory, the Contract can be terminated without citing any reason & set the work done at the risk and cost of the Bidder.
- b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of their Member becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Agency fails to comply with any final decision reached as a result of amicable settlement;
- d) If the Agency submit to the WAPCOS/Client a statement which has a material effect on the rights, obligations or interests of the WAPCOS/Client and which the Agency knows to be false;
- e) If, as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If WAPCOS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g) If the Agency, in the judgement of the WAPCOS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency's (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

### **21.3 Payment upon Termination**

Upon termination of this Agreement WAPCOS shall make the only payments to the Agency corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from the Agency to WAPCOS) and payment against such deliverables is received from the Client by WAPCOS. No payment whatsoever for incomplete stage of work shall be made to Agency.

**21.2** Upon Termination of the contract, the Letter of Award issued to the Agency and Agreement/MOU signed with the agency shall become invalid and the Agency shall not be eligible to participate in any tender with WAPCOS further.

### **22.0 Blacklisting policy**

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

**“The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors/agency have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form-D. 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.”**

### **23.0 Make in India Public Procurement (Preference to Make in India)**

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

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

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

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The



salient features of the aforesaid Order are as under:

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

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

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

Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

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

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

#### **24.0 Provision as per Rule 144(xi) of GFR**

F.NO.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

***Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.***

The order available on the Ministry of Finance Department of Expenditure Public Procurement Division website.

#### **25.0 Penalty Clause**

The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS due to the delay in completion of works or related reasons.

## **26.0 TERMS OF REFERENCE**

### **SCOPE OF WORK**

The Consultant/Agency shall provide end-to-end Architectural, Engineering, and Project Management Consultancy Services for the proposed project. The scope shall cover the following activities in sequential order:

#### **A. PRE CONSTRUCTION STAGE**

##### **1. Feasibility & Preliminary Studies**

- Carry out feasibility studies to assess project viability, alternative designs, and cost implications.
- Assist in obtaining necessary permissions/approvals from Central/State Government bodies and statutory authorities.
- Assist in taking over possession of plot from CIDCO to NMMC

##### **2. Environmental Impact Assessment (EIA)**

- Prepare Environmental Impact Assessment (EIA) Report.
- Obtain approvals from MCZMA and other statutory bodies as applicable.
- Secure Environmental Clearance (EC) from concerned departments (ECBC, Traffic, Hydrological Survey, Landscape, etc.).

##### **3. Fund Mobilization & Permissions**

- Propose relevant scheme options for obtaining Sports Funds / Central / State Government Funds.
- Obtain necessary permissions for execution and ensure arrangements for operation & maintenance for 5 years.

#### **B. DESIGN AND PLANNING STAGE**

##### **4. Architectural & Site Development Designs**

- Prepare conceptual and detailed architectural design for all buildings.
- Plan interior designs, landscaping, and overall site development.
- Integrate MEP Services Design (Mechanical, Electrical, Plumbing, Acoustics, P.A. System, Retrofitting works, etc.).

##### **5. Structural Basic Design**

- Prepare preliminary and detailed structural designs for buildings and other Ancillary infrastructure.

##### **6. Sanitary, Plumbing, Drainage, Water Supply & Sewerage Design**

- Prepare designs for sanitary works, plumbing, drainage, water supply, and sewerage systems.

## **7. MEP Services Design (Mechanical, Electrical & Plumbing)**

- Prepare designs for Mechanical, Electrical, Plumbing, Acoustics, P.A. System, Retrofitting works, and other auxiliary systems.

## **8. Walkthrough Video**

- Prepare a walkthrough video for the plot and building as part of design presentation.

## **9. Green Building Certification**

- Prepare and assist in obtaining Indian Green Building Certification (IGBC).

## **C. DPR, ESTIMATE AND TENDERING STAGE**

### **10. Preparation of Detailed Project Report (DPR)**

- Compile all surveys, investigations, and designs into a DPR with phased construction guidelines.
- Obtain Central/State Government Grants in relevant Schemes for the proposed project. All the statutory fees shall be borne by the Navi Mumbai Municipal Corporation.

### **11. Cost Estimates & BOQ Preparation**

- Prepare detailed cost estimates based on latest Applicable SOR.
- For non-SOR items, adopt Fair Market Rates (FMR) with rate analysis and vendor quotations.
- Prepare complete Bill of Quantities (BOQ).

### **12. Tendering & Award**

- Prepare and Finalize tender documents.
- Assist WAPCOS/Client in tendering and contract award process.

### **13. Preparation & Issue of Working Drawings**

- Prepare and issue working drawings required for execution of the works.

### **14. Completion & Handover Assistance**

- Prepare a Completion Report with guidelines for phased construction and maintenance (painting, finishes, landscaping, etc.).
- Assist WAPCOS in issuance of Completion Certificates, Inspection Certificates.
- Prepare As-Built Drawings of the Project, etc.
- Issue Structural stability certificate.

### **15. Client Coordination**

- Attend all client meetings along with necessary team members, presentations, and documents as required.

## **AN OUTLINE OF THE TASK TO BE CARRIED OUT**

The Agency is expected to provide full time on site support team from each trade (Architectural, Structural, MEP, etc.) to administrator the terms of contract document during operations on site in terms of quality and adherence to specification and drawings.

In providing these services, the Agency may choose to make use of the local technical resources in the preparation of the detailed Engineering Design of the project. In all circumstances, however, the Agency must exercise direct over riding responsibility for the quality of the output of such arrangements and for timely and effective integration of such outputs into the overall requirements under these services. The Agency must at all times retain direct responsibility for reviewing and approving the work programme, reports, drawing and any other output prepared under these. Accordingly, the Agency will be required to provide staffing resource of demonstrably sound and extensive expertise in the monitoring and supervision of Construction of projects involving high design standards. While executing the activities set in "Terms of Reference" (TOR) by the Agency, it is obligatory to take approvals that are deemed necessary from various relevant agencies like Client, local administrative bodies etc.

## **STANDARDS AND CODES OF PRACTICE**

1. All activities related to field studies, design and documentation shall be done as per relevant IS Codes of Practice, CPWD specifications, latest guidelines / circulars of MORTH, Neufords data, IOA, IOC, International/National Sports federation standards. For aspects not covered by above, international standard practices, such as British and American Standard may be adopted. The Agency, upon award of the Contract, may finalize this in consultation with WAPCOS.
2. All notations, abbreviations and symbols used in the report, documents and drawings shall be as per IS Codes of Practice / CPWD Specifications.

## **SCOPE OF WORK FOR BUILDING WORKS**

### **PHASE-I:**

#### **A.) Pre-construction survey, site planning and approval of drawings based on concept design.**

This will include detailed site joint inspection along with WAPCOS/Client engineers, if necessary for ascertaining feasibility of site and finalizing alignment of general features. This will involve site planning and preparation of conceptual level drawings based on client requirement and satisfying the technical parameters so as to be fit to hold any National Sports events.

#### **a. FEASIBILITY STUDY.**

- i. finalizing project requirements in consultation with WAPCOS/Client/Local bodies preparing conceptual plans, exploring the possibility of additional FSI, preparing block estimates, socio-economical analysis and financial analysis.
- ii. The Agency shall study the prevailing bye laws, ODP, proposals, master plans prepared by Town & Country Planning, PWD, Health Department,

Electricity Department, Transport Department, Fire Services, Pollution Control Board, Department of Science & Technology and Environment, PDAs, City Corporations, Municipalities, Village Panchayats, Kadamba Transport Corporation and other such agencies before proceeding with the preparation of detailed drawings.

## **PHASE II:**

### **A) DETAILED ENGINEERING DESIGN, ESTIMATION OF QUANTITIES AND PROJECT COST:-**

This phase includes preparation of detailed estimate and architectural, Structural/MEP drawings and obtaining the sanction from the Client and its planning authority including all liaising works.

**(a) DESIGN STANDARDS:-** The agency shall evolve design standards and material specification which shall be primarily based on IS Codes, N.B.C. Standards, C.P.W.D. Manual & relevant standard and recommendations of IOC, IOA, National sports federation and local laws.

#### **(b) ARCHITECTURAL/ENGINEERING DESIGN:-**

- (i) To prepare relevant Architectural drawing along with RCC/Structural/MEP design and drawings and documents for obtaining necessary statutory approvals and consent so as to commence the work.
- (ii) To ensure that design of engineering services are developed in a manner compatible with structural concept, special importance shall be given to the provision of barrier free environment to the project for the physically disabled, while preparing the drawings. .

### **B) DETAILED ENGINEERING STUDIES**

- i. At the first instance, determine the zoning of the area where the project has been proposed, the permitted FAR and other aspects of Building regulations in force by interacting with TCP/PDA and confirming the same by obtaining a certificate to that effect followed by preparation of conceptual designs with reference to requirements given and prepare the approximate estimates of cost based on the latest Plinth Area Rates, Maharashtra Schedule of Rates or market rates for items not available on SOR
- ii. Modify the conceptual designs incorporating required changes and prepare preliminary drawings and designs for the WAPCOS/Client's approval with revised estimates of cost.
- iii. Visit the site of work as and when necessary to clarify any decision or interpretation of the drawings and specifications that may be necessary and attend conferences and meetings.
- iv. Finalise the scope of the project including the design, agree on the project cost estimates, revenue resources and the format of project implementation (time

period, rehabilitation, temporary operations, land acquisition etc.). The format of the project implementation would also include the roles and responsibilities of Government of Maharashtra and the private operator, incentives and penalties, and other terms of the concession period.

- v. Prepare drawings required for approvals from statutory bodies like PDAs, Municipalities, Town & Country Planning and Panchayats by liaising with the concerned departments and other concerned authorities to be abreast of the latest rules and regulations, procedures and norms and provide assistance in obtaining approvals. Special importance shall be given to the provision of barrier free environment to the project for the physically disabled, while preparing the drawings.
- vi. Initiate the process of land acquisition, rehabilitation of tenants / lessees etc and initiate process of making temporary arrangements for operations. Agency will prepare Land Acquisition proposal and assist WAPCOS/Client for Land Acquisition needed for execution of project. Agency will bring to the notice of the WAPCOS, if there is any delay in Land Acquisition proceedings for acquiring land, for the project, etc., and any infringements of hutments or buildings and any other details relevant for the work
- vii. Preparation of working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders and to obtain statutory approvals.
- Viii. Preparation and submission of complete working drawings and details sufficient to commence work at site for the proper execution during construction, covering aspects like mode of measurement, method of payment, quality control procedures on materials etc.

### **C. MATERIAL INVESTIGATIONS**

- i. The Agency shall identify quarry sites, borrow areas, conduct market enquiry and undertake field and laboratory testing of the material to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno economical principles. If desired by the WAPCOS, the Agency shall prepare quarry charts indicating the location of the selected borrow areas, quarries and respective estimated quantities.
- ii. It is to be ensured that no material shall be used from the land on which the project has been proposed, except by way of leveling the ground as required from the construction point of view, or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.

- iii. Environmental restrictions, if any, should be duly taken into account while selecting new quarry locations.
  - iv. Agency shall make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
- E. Preparing short notes specifying the details of foundation and other details indicating shifting of overhead electrical structures, pipeline, cables etc. complete in the available schematic drawings.
- F. Proposal to shift the utility services of various agencies may also be included in the feasibility report.
- G. All lands required for temporarily or permanent acquisition shall be clearly marked on Revenue (Village) Survey Maps with Survey numbers, Part numbers, Structure details, holder so that land acquisition can be speedily proceeded with. All expenditure to obtain the PTS sheets and property records shall be borne by the Agency.
- H. Agency shall Submit 3D model of proposed structure.

## **REPORT**

The report shall include but not limited to the following:

- Interactions with WAPCOS, Client and other concerned authorities.
- Details of project guidelines and planning indicating schedule of floor area requirements.
- Modifications as suggested by WAPCOS / Client and other concerned authorities.
- Conceptual plans.
- Dimensional AutoCAD presentation, if so, desired by the WAPCOS / Client.
- Existing bye-laws of regulatory bodies and possibility of additional FSI.
- Socio-economical analysis and block estimate.

Reports are to be submitted to WAPCOS in 2 hard copies and soft copies as well as in editable format also.

## **WORKING DRAWINGS**

### **ARCHITECTURAL WORKING DRAWINGS**

After obtaining clearance on the available preliminary drawings and designs, detailed architectural drawings with plans, elevations, sections, joinery details schedules, internal and external finishes etc. and all relevant details necessary for the satisfactory execution of the work shall be supplied by the Agency. Materials and specifications shall be chosen giving aspects of economy, maintainability and integration with the existing buildings.

**D. ELECTRICAL LAYOUT**

The Agency shall prepare electrical layouts showing the entire distribution system including internal and external electrification, electrical installations, lighting protection, HT/LT cabling, etc., provision of telephone conduits / other conduits, and design in co-ordination with the existing services etc.

**E. WATER SUPPLY / SEWERAGE / SANITARY / DRAINAGE SYSTEM**

The Agency shall supply layouts showing the pipelines as well as detailed drawings for execution of work consisting of :

- Internal and external water supply including such installations.
- Sanitary installations.
- Appropriate sewerage disposal system.
- Overhead tank and reservoir.
- Storm water drainage.
- Collection, storage and disposal of waste.

The requirement of drainage system and the integration of the same with existing drainage system shall be worked out for the entire area of the project.

**F. FIRE SAFETY**

The Agency shall prepare schematic proposals showing provisions to meet requirements for firefighting regulations such as fire detection, fire protection and security systems.

**G. MECHANICAL SERVICES**

The Agency shall prepare schematic drawings for fixing of machinery, equipment and foundation design, heating, ventilation and air conditioning including HVAC etc., depending upon the requirement.

**H. LAND DEVELOPMENT, LANDSCAPING AND ARBORICULTURE**

The Agency shall prepare drawings showing areas to be landscaped, water bodies, roads, parking footpaths, boundary wall and gates etc. The Agency shall work out appropriate plan for planting of trees (specifying the type of plantations), horticulture, floriculture etc., wherever required as well as on the surplus land with a view to beautify the area and making the environment pleasing. The existing trees/plants shall be retained to the maximum extent possible. In addition the Agency shall provide services in respect of surface drainage design and water management, irrigation design, illumination design, co-ordination of external services. Aspects of proper servicing and maintenance shall be one of the aspects of the design.

**I. INTERIORS**

The Agency shall prepare drawings showing interior design after a study on space planning / development of volumetric study, and provide services in respect of architectural additions / alterations.



**J. MISCELLANEOUS WORKS.**

- i. The Agency shall make suitable designs and layout for miscellaneous works including, Vehicle Parking areas, Telecommunication & Networking facilities, Illumination, etc., wherever appropriate.
- ii. The Agency shall prepare the detailed scheme and layout plan for works.
- iii. The Agency shall prepare detailed plan for traffic circulation.
- iv. The Agency shall prepare and file applications on behalf of WAPCOS/Client in relevant forms with shifting fee with relevant authorities, local offices for each utility. Similarly, for tree cutting, application with details and annexures shall be filed with local Forest Authorities such as Range Forest Officer along with fees. All such fees shall be reimbursed on production of receipts.

**(II) STRUCTURAL DESIGNS AND SPECIFICATIONS**

The Agency shall prepare detailed structural drawings along with structural analysis and design calculations taking into account that the structure(s) shall be earthquake resistant building, as per relevant IS codes for concrete, steel and other structural materials. Seismic factors as per relevant IS code shall be considered for design. Soil tests and analysis report if available, will be provided by WAPCOS to the agency for structural designs and structural calculations. If soil tests and analysis reports are not made available by the WAPCOS, the Agency shall carry out the Soil tests and analysis report if required at his own cost. The Agency shall issue a structural safety certificate for all works and submit all design calculations to the WAPCOS.

**(III) ESTIMATION OF QUANTITIES AND PROJECT COSTS**

- i. The Agency shall prepare the detailed estimate based on adequate site data and the rates should be adopted from the latest and relevant Maharashtra Schedule of Rates (MSR) for electrical items not included in SOR (Electrical). Wherever rates are not available in the SOR/MSR for certain items, the rates shall be worked out based on Fair Market Rates (FMR) with proper rate analysis and quotations. The estimate shall contain abstract of cost, measurement sheets, reference to SOR and market rates and a brief report on the estimate, while submitting to the WAPCOS to obtain approval. The Agency shall attend all Estimate Scrutiny Committee meetings of Client for main work as well as various sub-works for scrutiny of the estimates upon intimation from WAPCOS. Hard copies of the estimate thus notified by WAPCOS as "Accepted" shall then be submitted by Agency in triplicate.
- ii. The Agency shall develop cost estimates based on Bill of Quantities (BOQ) within a level of accuracy of plus/minus 10 percent of true cost. Provision shall be made for items such as relocation of utilities, structures, compensation for property, land and crops, drainage structures etc.

**PHASE III**

**THIS PHASE WILL INCLUDE PREPARATION OF TENDER DOCUMENTS**

- i. Preparation of draft Tender documents which includes General and Special Conditions, Bill of Quantities, specifications and drawings and obtaining the approval of WAPCOS/Client.
- ii. Agency will hold the meeting with WAPCOS & Client to fix up completion period of entire Project/Work prior to calling of tender.
- iii. The Agency shall submit one soft copy and one hard copy duly signed and stamped each page of the draft tender documents and after obtaining the approval from WAPCOS shall submit fair soft (two copies) and a hard copy duly signed and stamped. The WAPCOS/Client will thereafter call the tenders. The above soft and hard copy of the draft and approved tender document shall be made available by the Agency at their own cost.
- iv. The Agency shall submit clarifications of any doubts of the intending bidders or for modification on any condition of the contract, specification, etc. to the WAPCOS.
- v. Bids received will be scrutinized by the Agency and will give their recommendations with brief notes for taking a decision by WAPCOS/Client on the bids received.
- vi. Once the offer is approved by WAPCOS/Client, specific Agreement with successful bidder will be entered by Client to carry out the work as per tender conditions and instructions given by WAPCOS/Client.
- vii. Agency shall see that the Agreement is executed between the Contractor and Client. The Agency is thereafter fully responsible to get the work successfully completed and opened to the public within the specified time laid down by WAPCOS/Client.

#### **PHASE IV**

#### **THIS PHASE WILL INCLUDE SERVICES DURING CONSTRUCTION PERIOD**

After selection of a Contractor for execution of infrastructural works or as may be required by the client, the Agency shall provide following services such as:

- a. Preparation of bar chart in consultation with the contractor/client to ensure timely completion of the work
- b. Checking of Line outs at the time of excavation.
- c. Periodically site visit to supervise the work
- b) Issue working drawings as per the site conditions
  - a. Quality control
  - c) Preparation and certification of bills
  - d) Preparation and submission of monthly reports to client with certificates
  - e) Call for, organize and hold monthly coordination meetings
  - f) Obtaining Occupation and completion certificate from client authority.
  - g) Submission of Final as Built drawings.

**Minimum requirement of Personnel to be deployed for the project during Pre and Post Tender period:**

SL	Type of Personnel	Experience and Qualification	Minimum Requirement of No. of Personnel During	
			Pre-Tender Period	Post Tender Period
1	<b>Resident Project Manager</b>	M. Tech in Civil Engineering with Minimum 8 years of Experience	1 (Full time)	1 (Part time)
2	<b>Design Architect</b>	Masters in Architecture with Minimum 10 years of Experience	1 (Full time)	1 (Part time)
3	<b>Structural Design Engineer</b>	Masters in Structural Engineering with Minimum 10 years of Experience	1 (Full time)	1 (Part time)
4	<b>MEP Design Engineer</b>	Graduate in Mechanical/ Electrical Engineering with Minimum 10 years of Experience	1 (Full time)	(Part time)
5	<b>Contract Expert</b>	Graduate in Civil Engineering with Minimum 10 years of Experience in preparation of Tender documents, Contract Management with Legal issues.	1 (Full time)	
6	<b>Quantity Surveyor</b>	Graduate in Civil Engineering with Minimum 5 years of Experience	1 (Full time)	

**REMOVAL AND / OR REPLACEMENT OF PERSONNEL.**

- a) Except as the WAPCOS/Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the WAPCOS/Client
- c) Finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or
- d) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the WAPCOS written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the WAPCOS/Client.

**SERVICES DURING THE DEFECTS LIABILITY PERIOD AND MAINTENANCE PERIOD**

During this period, the Agency shall undertake the following:

- a. Inspection of works every month during the defects liability / Maintenance period, preparation and submission of a deficiency list if required, supervision of remedial works and recommendation to WAPCOS as to the date of the Final Inspection of Works.
- b. Carrying out Final Inspection of Works together with representatives of the WAPCOS, Client and the Contractor.
- c. Preparation and issuance of the Defects Liability Certificate.

#### **SCHEDULE OF COMPLETION OF TASKS BY THE AGENCY**

<b>S.no</b>	<b>Phase</b>	<b>Activity</b>	<b>Duration of works</b>
1	Phase-I & II	Concept Plan and Feasibility Study Report with Block Cost Estimates	Within 15 days of date of commencement
		Detailed Project Report with Detailed Architectural and Engineering Drawings and Cost Estimates.	Within 30 days of approval of Concept Plans.
2	Phase-III	Draft Tender Documents with Tender Specifications, BoQ and tender drawings.	Within 10 days of Approval of DPR
		Tender Evaluation Report	Within 7 days of opening of tender
3	Phase-IV	Consultancy during execution of works ( Periodically as per site requirement/ work progress)	Shall continue till the completion of the all works including expiry of the defect Liability period.
		Defect Liability Period	Till the maintenance period of the Contractor.

## SECTION III

---

### FORMS

---

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

To  
Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

**Sub:**

NIT No: -

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: \_\_\_\_\_ as per your advertisement.
- ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

**Date:**

**Place:**

**Name and seal of Bidder**

**FORM-A**  
**FINANCIAL INFORMATION**

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

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the 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</b>	<b>Profit/Loss (After Tax)</b>
2020-2021		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

Unique Document Identification Number (UDIN) .....

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

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

**Note: (i) Original Signature with Stamp of CA is Mandatory.**  
**(ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2024-2025 duly certified by Chartered Accountant should be attached.**

**FORM - B**

**STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED**

<b>Name of work</b>	<b>Allotment/ award No &amp; date</b>	<b>Name&amp; address of client (Including Email id &amp; Tel. no.)</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Completion Project cost (in Cr)</b>	<b>Type of work &amp; service Provided (DPR, PMC etc.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

**NOTE:**

- 1)** The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2)** Work order/ Agreement along with Certificate from client for the above information should be attached.



### FORM - C STRUCTURE & ORGANISATION

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

**Signature of Bidder(s)**

**FORM-D**

**FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING AGENCY**

**UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT**

**Name of Work:**

**Ref: Tender No.....Dated.....**

To

Chief Engineer (II)

WAPCOS Limited

.406 Orion Business Park,

Ghodbunder Road, Kapurbawad

Thane West, Maharashtra 400607

India

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

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

**FORM-E**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**  
-Deleted-

**FORM-F**

**FORMAT FOR NO DEVIATION CERTIFICATE**

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

To  
Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

**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.

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,  
Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

**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,

(Signature, name and designation of  
the Authorized  
signatory)

Date:

Place:

**Name and seal of Bidder**

**INTEGRITY AGREEMENT**

**[To be submitted on Stamp paper of At least Rs.100 and to be notarized]**

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the '**Principal/Owner**', 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**

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

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

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

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

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Agency(s)**

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

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

### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.



- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Agency's/Sub-agency's**

- (1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agency's.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

- (1) This Pact begins when both the parties have legally signed it. It expires for the Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

**Article 7: Other Provisions**

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

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of  
Principal/Owner)

.....

(For and on behalf of  
Bidder/Agency) WITNESSES:

1.....  
(signature, name and address)

2.  
.....  
(signature, name and  
address)

Place:

Dated :

**FORM-H**  
**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**  
**[To be submitted on Bidder's Original Letter Head and should be notarized]**

To  
Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

**Subject: Litigation History, Liquidated Damages, Disqualification for -----**  
**(Name of Work/Project)**

It is hereby declared that our firm (Name of firm with address-----) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

(Signature, name  
and designation of the  
Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

## LITIGATION HISTORTY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2025 or currently in execution.

### 1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in

### 2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

### 3. Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer.

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
  - ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, ..... Yes/No
  - ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No
  - ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No
  - ii) (If yes, give details, including present status:
- e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre- Qualification of bidder will be summarily rejected.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM I**  
**DETAILS OF TECHNICAL PERONNEL PROPOSED WITH BIO-DATA\***

S. No	Name of Technical Personnel	Qualification	Present Position	Proposed Position under this assignment	Total No. of Years' Experience
1	2	3	4	5	6

\* **Bio-Data to be provided as per following format.**

**FORMAT OF RESUME OF PROPOSED PERSONNEL**

The bidder shall provide all the information requested below:

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

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

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

**Certification:**

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

**Name of Personnel**

**Signature**

{day/month/year}  
**Date**

**Name of authorized  
Representative of the Agency**

**Signature**

{day/month/year}  
**Date**

**FORM - J**

**Form of Banker's Certificate from a Scheduled Bank (Solvency)  
(in sealed cover addressed to Authority)**

To  
Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

Name of the work:

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 and solvent 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 process being invited by WAPCOS for ..... (name of work)

(Signature)

For the Bank

(Name & Designation of POA number of the bank official)

Email:

**Note:**

- 1. Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.**
- 2. The date of certificate shall not be older than initial date of publication of tender.**



**SECTION IV**

---

**ANNEXURES**

---

**Annexure I - Form of Bank Guarantee for EMD  
(To be stamped in accordance with Stamp Act)  
The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To

Chief Engineer (II)  
WAPCOS Limited  
.406 Orion Business Park,  
Ghodbunder Road, Kapurbawad  
Thane West, Maharashtra 400607  
India

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto .....on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the amount of..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**WITNESS**

.....  
(Signature) (Signature)

.....  
(Name)(Name)

.....  
(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.....Dated.....

**ANNEXURE II**

**FORM OF PERFORMANCE GUARANTEE**

-As per GEM format-

**FINANCIAL BID**

**Annexure – A**

*(To be signed on Bidder's Letter Head and uploaded with Technical Bid)*

**Form of Quotation**

**For**

**“Hiring of Agency for Providing Services for Rendering Design, Planning, MEP, and Landscape, including Technical Support for Structural Design, Laisoning, and Approvals for the Development of Sports Infrastructure in Navi Mumbai.”**

To,

Chief Engineer (II)

WAPCOS Limited

.406 Orion Business Park,

Ghodbunder Road, Kapurbawad

Thane West, Maharashtra 400607

India

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and condition as specified in the document.

Our Quoted price will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.

Signed this \_\_\_\_\_ day \_\_\_\_\_ 2025

Signature and seal of bidder

or Authorized representative

Name of firm :

Address of firm :

Telephone No. :

Fax No. :

E-mail :

## BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE

(To be Printed on Bidder's Letter Head and uploaded on GEM Portal in PDF format)

S. NO.	ITEM	Estimated cost excluding GST	Quoted Fees excluding GST (in %)
(1)	(2)	(3)	(4)
1	Hiring of Agency for Providing Services for Rendering Design, Planning, MEP, and Landscape, including Technical Support for Structural Design, Liaisoning, and Approvals for the Development of Sports Infrastructure in Navi Mumbai.	Rs. 50 Crores.	

**Note:**

- A) Quoted Fees in % shall be inclusive of all levies and taxes and exclusive of GST which will be paid as applicable.
- B) **The Quoted Rate including GST (column No. 4) shall be entered in GEM Portal in figures.**
- C) The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor/agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.
- D) The quoted rate shall remain fixed during the entire contract period.
- E) The Estimated Project Cost of work may vary as per detailed design and site conditions.
- F) Payment will be made strictly based on the Payment schedule given in the document.

Date:

Place:

**Signature of bidder  
Name and Stamp**