



WAPCOS LIMITED

(भारत सरकार का उपक्रम)

जल शक्ति मंत्रालय

(A Government of India Undertaking)

Ministry of Jal Shakti

TENDER DOCUMENT FOR

**DESIGN AND EXECUTION OF ART WORKS OF MURALS ON
BUILDING FAÇADE OF MULTI STORIED OFFICE BUILDING OF
ORGI**

WAP/CMU-I/2023-24/ORGI-MSR/ART/28

Date: 21-11-2023

WAPCOS LIMITED

**1st floor, Plot no. 148, Sector- 44, Gurugram,
Haryana-122015**

November, 2023

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)**NIT No. WAP/CMU-I/2023-24/ORGI-MSR/ART/28****Date:21.11.2023**

WAPCOS Limited (A Govt. of India Undertaking) for and on behalf of Office of the Registrar General of India (ORGI), invites open tender from experienced, competent and eligible bidders who have expertise in the field of Art works, in a two-envelope system as per below:

1.	Work/ Project	Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI
2.	Site / Location	2/A, Kota House, Man Singh Road, Opposite to Exit Gate of Taj Man Singh Hotel, New Delhi
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	www.wapcos.co.in & www.etenders.gov.in/eprocure
4.	Website for Registration/ uploading of Tender	www.etenders.gov.in/eprocure
5.	Estimated / NIT Cost	Rs. 15,01,500/- excluding GST
6.	Cost of Tender Document	Rs. 3000/- (Rupees Five thousand Only) as Tender Processing Fee in the form of Demand Draft
7.	Earnest Money Deposit (EMD) / Bid Security	Rs. 30,030/- (Refundable) in the form Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana. The bank account as per details: Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000287 IFSC Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.
8.	Project Completion Period	1.5 months from the date of commencement of work. Agency will start the work immediately as work is most urgent in nature.
9.	Bid Validity Period	90 days from the date of opening of Technical bid
10.	Site Visit	Bidders are advised/encouraged to visit the site for actual assessment of the project site location and its consequences during execution of work
11.	Pre Bid Meeting	24-11-2023 at 14:30 hrs. to be held in the office of Sr. General Manager, Construction Management Unit-I at 1 st Floor, NPCC Building, Plot No. 148, Sector- 44 Gurugram- 122003, Haryana
12.	Last date & time for online submission of Technical & Financial Bid	30-11-2023 up to 16:30 hrs.
13.	Offline Submission of Technical document	01-12-2023 up to 12:00 noon in the office of Sr. General Manager, Construction Management Unit-I at 1 st Floor, NPCC Building, Plot No. 148, Sector- 44 Gurugram- 122003, Haryana
14.	Online opening of Technical Bid	01-12-2023 at 16:45 hours.
15.	Online opening of Financial Bid	Intimated to Technical Qualified Bidders through Portal.

16.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	Sr. General Manager, Construction Management Unit-I, WAPCOS Limited. 1st Floor, Plot no.- 148, Sector- 44, Gurugram-122003, Haryana Email: buildings@wapcos.co.in Contact No. +91-124-4488018
17.	The EMD / Solvency/ Bankers Certificate / BG against Performance Security shall be addressed to WAPCOS Corporate Office	WAPCOS Limited 76-C, Institution Area Sector-18, Gurugram, Haryana-122015
If the office of WAPCOS Limited, New Delhi 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 viewed/ downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum 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.
- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.
- If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.
- 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.
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 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.
- It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

For and on behalf of WAPCOS LIMITED
Sr. General Manager

SECTION– I

INSTRUCTIONS TO BIDDER

SECTION- I INSTRUCTIONS TO BIDDER

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

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

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

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

1.2 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

1.3 SEARCHING FOR TENDER DOCUMENTS

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

1.4 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
- b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

1.5 SUBMISSION OF BIDS

- a) Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- f) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- g) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- h) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- i) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- j) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- l) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.0 INSTRUCTIONS TO BIDDER

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

- a) Submission of a tender by a tenderer implies that the bidder has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.
- b) WAPCOS Limited desires that the bidders, and sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

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

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and the party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

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

the conduct or outcome of the bidding process.

- a) 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 and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- b) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- c) 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.
- d) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

The Earnest Money Deposit shall be as per the details mentioned in NIT. EMD shall not carry any interest. The Bid Security/ EMD of the unsuccessful bidder shall be returned at the earliest after expiry of final bid validity period and latest by 30th days after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

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

If any bidder withdraws or make any changes in his offer already submitted before the expiry of the validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the bidder.

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

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

The Bid Security will be forfeited in the bidder

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) If the bidder does not accept the correction of his bid price during evaluation; and
- iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

4.0 LANGUAGE OF BID

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

5.0 BIDDERS RESPONSIBILITY

The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no

case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

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

6.0 PERIOD OF COMPLETION

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

7.0 AMENDMENT OF BID DOCUMENTS

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

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

8.0 BID VALIDITY PERIOD

Bids validity will be as per NIT. In exceptional circumstances, on expiry / prior to expiry of original bid validity period, the WAPCOS may request the successful bidder for a specified extension in the period of validity. A Bidder may accept OR refuse the request of extension of validity period. A Bidder agreeing Extension of validity period will not be required/nor permitted to modify his bid. In case of refuse of request of extension of validity period tender will be cancelled.

9.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

SECTION– II

SELECTION AND QUALIFYING CRITERIA

SECTION-II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site at his own cost and its surroundings and satisfy themselves before submitting their bids as the Art Work of Murals is to be done on building façade of newly built Multi Storied office building of ORGI, therefore other building may surround the proposed site area where Art Work is to be executed. Hence, Contractor is advised to confirm the same during the site visit. The safety & security of the surrounding buildings/structures/ properties etc will be the sole responsibility of the Contractor during execution of the project. If any damage occurs to the buildings / properties/ roads/ to the existing finishing or structural part of the building during the execution of the project, the same will be rectified or will be newly built with same finish material by the Contractor at his own cost. The Contractor will consider all safety measures & use latest technology to ensure the same and quote the cost of the project accordingly. Bidders are also advised to inspect and examine the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid in order to avoid impractical and non-serious bids.

A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.0 PRE-BID MEETING

Prospective Bidder requiring any clarification of the bidding documents may notify the Employer via email mentioned in NIT, at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting. Thereafter no further queries/clarifications shall be entertained. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The intending bidders should depute their authorized person to attend the pre-bid meeting. The pre-bid meeting shall be held at the communication address mentioned in NIT. The Addendum/ Corrigendum/Replies to pre bid queries as per Pre bid meeting, shall be uploaded on e-portal & WAPCOS website.

3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

The bidders will be evaluated on the basis of Combined Quality cum Cost based System (QCBS) as detailed elsewhere in the tender.

A) Stage-I: Technical Documents

The intending bidders should only submit bid if he considers himself eligible and will be Technically Qualified, if have all the Documents as mentioned below in Table-1: “ Documents for Technical Qualification”.

Table-1 shall also be considered as “CHECK LIST” for submission of documents. **The bidder will upload all the required documents as per Table-1 on Online Portal and same shall be submitted Offline.**

The “**MANDATORY GUIDELINES**” for “Uploading of Technical Bids” and “Submission of Offline Bids” are as below:

a) UPLOADING OF TECHNICAL BIDS

- 1) Bidder will arrange & prepare the all required documents as per Table no.-1.
- 2) After that Bidder will arrange all these documents serial wise as per order given in Table-1 i.e. S.N: a) to v) below
- 3) After that bidder will put continuous page number (without any break) on each page.
- 4) These page numbers shall be marked by bidder in “Check List” again each required documents
- 5) This numbered check list prepared by bidder shall be put on top of arranged numbered documents as per above Sno.2.
- 6) After that Authorized representative of bidder shall Sign & Stamp on each page of these arranged numbered documents.
- 7) The numbered Check List along with required Qualifying Documents arranged as per above Sno-1 to 6 shall be scanned in coloured by bidder and will be uploaded Online for ease of “Technical Evaluation”. If file size is increasing these documents may be split in parts, however serial / order will be kept as per above Sno. 2 & 3 for ease of “Technical Evaluation”
- 8) **Note: There is no need of add any other additional documents apart from the documents asked in Table-1, as additional documents will not be considered during Technical Evaluation**

b) SUBMISSION OF OFFLINE BID

- 9) The proper binded, above Qualifying Documents arranged & page numbered by bidder along with Check List on top (as per above Sno. 1 to 6) with Signed & Stamped on Each Page shall be submitted in one (1) separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 10) **NOTE:-** The above offline documents shall be submitted by bidder on WAPCOS address as per date & time mentioned in NIT, otherwise bids will be rejected.

Note: if bidder not follow the above Guidelines, then bid may be rejected by WAPCOS

Table -1: Documents for Technical Qualification				
CHECK LIST				
Name of Bidder	M/s.....			
Name of Work:	Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi			
S.N	Particular of Document	Page Nos. (from – to)	WAPCOS Remarks	
			Yes	No
a)	Authority to Sign the Tender a) In case of proprietary firm, the Proprietor shall sign with full name, current address OR by the authorized person Authorized by the Proprietor b) In case of a Limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application. c) In case of PSU or Govt. Organizations Authorized Officials shall sign the bid, having authority to sign			
b)	Original EMD			
c)	Original Demand Draft for Tender Fees			
d)	Letter of Transmittal for Technical Bid and Financial bid on bidder's original letter Head as per given format			
e)	Bidder shall submit “Financial Information” regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2022-23 in Form-A duly certified by Statutory Auditor/ Chartered Accountant of the firm/company which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal in respect of Bidder. <ul style="list-style-type: none"> • Profit / loss (after Tax): The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-23 • Turnover: Average annual financial turnover of Bidder should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2022-23 • Bidder shall attach Balance Sheet and Profit & loss Statement, duly audited by Statutory Auditor / Chartered Accountant of the firm for last 5 (five) years ending on the financial year 2022-23 in support of Form-A or as per the norms of Govt. of India <p>Note: <u>There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit & Loss Account (Audited) for last 05 years shall be uploaded.</u></p>			
f)	Solvency/ Bankers Certificate (40% of estimated cost excluding GST) Or Net Worth Certificate (10% of			

	<p>estimated cost excluding GST)</p> <p>The Bidder / Company should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency/ Bankers Certificate issued from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in prescribed Form 'B-1' should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to "WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The certificate shall be submitted in original and the colour / b&w copy / scanned copy shall not be accepted.</p> <p style="text-align: center;">OR</p> <p>The bidder should submit Net worth Certificate of minimum 10% of estimated cost of the work issued by the Chartered Accountant including mentioning of UDIN No. of Chartered Accountant (on the format prescribed in Form B-2)</p> <p>Note: The Solvency/ Bankers Certificate will be verified from the issuing authority by WAPCOS prior to opening of Financial Bid. The Net Worth Certificate signed by Chartered Accountant will be verified from ICAI Portal.</p>			
g)	<p>Completed Similar Work Criteria:</p> <p>The bidder should have satisfactorily completed the similar types of works as mentioned below during the last seven years ending previous day of last date of submission of tender.</p> <p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p> <p>Note:</p> <p>Similar work shall mean completed work of Art Work in the form of Murals / Statue/ Sculpture. The Bidder / Company shall submit Completion Certificate(s) of work issued by respective Client(s).</p> <p>The value of the work done declared is to be without GST / Taxes. For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @12% shall be deducted for the works completed up to 31.12.2021 and GST @18% shall be deducted for the works completed after 01.01.2022 to establish the value of work done.</p>			

	<p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.</p> <p>For work experience of Private Sector, the completion certificates shall be supported with copies of corresponding TDS certificates.</p> <p>The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done</p> <p>Note: The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to opening of Financial Bid</p>			
h)	<p>Verification of Solvency/ Bankers Certificate/ Completion Certificates.</p> <p>Verification should be done from the official email id of issuing Authorities. The bidder will provide official e-mail, Landline number of the Issuing Authorities in prescribed Form-C with undertaking. Bidder will ensure the email ids and landline are in working condition.</p> <p>If Solvency/ Bankers Certificate / Completion Certificate are not verified by the issuing authority within 5 working days, then it will not be considered for technical evaluation.</p>			
i)	<p>GST Registration & PAN:</p> <p>Bidder shall submit valid GST registration certificate for the state where work is to be executed and PAN Card. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submitting of 1st bill of executed works.</p>			
j)	<p>Indian Registered Company:</p> <p>The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership Firm. Joint ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p>			

	NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm or GST Registration Certificate mentioning Company is Proprietary firm and having Trade name in the name of bidder firm.			
k)	Structure & Organization: The bidder will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the firm/company as prescribed in Form-D .			
l)	Details of qualified Art Personnel of the firm as prescribed in Form: E			
m)	Non - Conviction Certificate: The bidder will submit the undertaking regarding “ Non –Conviction Certificate ” as prescribed in Form-F .			
n)	No Deviation Certificate: The bidder will submit ‘ No Deviation Certificate ’ as prescribed in Form-G .			
o)	Undertaking regarding Blacklisting / Non Debarment The bidder will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in Form-H .			
p)	Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017 The bidder will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in Form –I .			
q)	Preference to Make in India: The bidder shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in Form-J			

Date:

(Signature, name and designation
of the Authorized signatory)

The bidders who will qualify in Stage-I, after evaluation of above required mandatory documents submitted by the bidder, will be further evaluated in Stage- II: Technical Evaluation.

B) Stage- II: Technical Evaluation

The Technical documents submitted by the Bidder shall be further evaluated on the basis of their submitted technical documents and by applying the evaluation criteria as detailed under:

SN	Attributes	Marks	Evaluation
(a)	Financial Strength: Maximum 20 Marks		
(i)	Average Annual Turnover	16 Marks	(i) 50% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more
(ii)	Solvency/Bankers Certificate /Net Worth Certificate	4 Marks	(iii) In between (i) & (ii)- on pro rata basis
(b)	Experience in Similar class of work: Maximum 30 Marks		
	Experience in Similar class of work	30 Marks	(i) 50% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii)- on pro rata basis.
(c)	Performance on Works- Time Over Run (TOR): Maximum 10 Marks		
	Parameter for calculation of points	Score	TOR= AT/ST, where, AT= Actual Time; ST= (Stipulated Time in the Agreement plus justified period of extension of time)
	If TOR=	1.00 2.00 >=3.00	
	(i) Without levy of compensation	10 7.5 5	
	(ii) With levy of compensation	10 5 0	
	(iii) Levy of compensation not decided	10 7.5 0	
	Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.		
(d)	Performance of works (Quality) in similar works mentioned under above Stage-I at Sr. No. g) Maximum 10 Marks		
	(i) Outstanding	10 Marks	
	(ii) Very Good	8 Marks	
	(iii) Good / Satisfactory	5 Marks	
(e)	Technical Presentation*	Maximum 30 Marks	
	Total	100 Marks	

For short listing for Technical presentation, the bidder must secure at least 50% (fifty percent) in each of the above criteria at Sn. a, b, c & d and total seventy percent marks (70%) in total against Sn. a, b, c & d. The bidder who will secure 70% marks against

Sn. a, b, c & d, will be called for Technical Presentation (i.e. Sn. e) as per notified date & time and bidder must secure atleast 50% marks in Technical presentation. Finally, the bidder should secure minimum of 70% total marks for eligible for opening of financial bid against Sn. a, b, c, d & e.

The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it. Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- Made misleading or false representation or deliberately suppress the information in the forms, statements and enclosures require in the eligibility criteria document.
- Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weakness etc.

***Technical Presentation**

Suggested concept for Mural art work is Census data collection, population statistics, an artwork related to birth & death, population growth, Demographic diversity etc. with modern aesthetics for Preparation of the Presentation. The presentation to be uploaded in the technical bid (maximum 25 slides) will have the following components (for evaluation by Committee members of WAPCOS/ORGI) and nothing should be detailed other than the requirement.

The evaluation of the technical presentation shall be on the basis of following Components and assessed by the Evaluation Committee Members (CM). The decision of Evaluation Committee members shall be final and binding and no claim whatsoever shall be entertained. The bidder shall submit the soft copies and minimum 3 nos. of during presentation.

Component 1: (Previous Similar Art Works): Detail of similar art work along with concept note, location, drawing and two nos. original photographs for Art Work of Murals in Fiberglass/ terracotta in maximum 8 slides.

Component 2 (Art work as per scope of work): Details of art work along with concept note, drawings & 3D photographs/ VR considering the original site locations as per the table of art work summary attached in the scope of work. The art work item as per scope of work is to be emphasized along with **specifications to be used** and concept behind each art form in maximum 12 slides.

Component 3 (Art work as per scope of work): Design Methodology & Approach proposed for performing assignment and Quality Assurance System for execution of Art Works in maximum 5 slides.

SN	Parameters	Max Points	Average Points Achieved			
			CM-1	CM-2	CM-3	CM-4
A	Presentation on Past Experience for Mural Art (Fiberglass/ Terracotta)	10	-----	-----	-----	-----
B	Understanding of work and Technical Presentation with Methodology	10				
	a. Understanding & concept of execution of Mural Art Work	5				

	b. Artistic and realistic approach as per concept and drawings/image	5				
C	Methodology for performing and detailing of Art Work at site	10				
	Total	30				

4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded online before last date & time of submission of Tender Document.

Quoted amount by the Bidder shall be firm during the performance of the Contract. Quoted amount by the Bidder with any condition shall not be accepted and same is liable to be rejected. Quoted amount by the Bidder shall include inter-alia, the fees for all components identified including detail design, drawings and specifications, professional fees, all Materials, transportation charges, Tools & Plant, cranes, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the tender document/ contract, applicable Labour Cess, cost of insurance to this contract, for all parts covered in the scope of the project, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates.

The Contractor shall submit e-invoice / Tax Invoice (as applicable for the bidder's Firms) to WAPCOS showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal "to avail Input benefit of GST".

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

5.0 OPENING OF FINANCIAL BID

Financial bid of qualified bidders who will get minimum 70 marks in Stage- II will be opened at notified date and time. Final selection of the successful Bidder would be made on the basis of Quality Cum Cost Based System (QCBS) method.

The Bidder who has quoted the Lowest amount will be given a Score of 100. The Other Bidders will be allotted score relative to the Score of Bidder with Lowest Quote, which will be as below:

$$F_s = 100 \times FL/F$$

Where, F_s = Financial Score as per Financial Proposal submitted by bidder

FL = Amount of Lowest Priced quoted in Financial Proposal by any participated bidder

F = Amount of Financial Proposal submitted by the bidder under Consideration

The Score of Technical Proposals would be given 70% weightage and that of the Financial Proposals would be given 30% weightage. The weighted Total Score of both the Technical and Financial Proposals shall be used to rank the Bidder.

The first ranked Bidder (H1) is eligible for award of the work.

Total Score (H) = 70% × Ts + 30% × Fs

Where, Ts = Technical Score as per Stage-II Technical evaluation of the bidder.

Bidders will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer H1 would be eligible for award of work.

6.0 SIGNING OF THE CONTRACT

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

Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security. The format of signing of agreement and letter of award is enclosed at Annexure-I.

ANNEXURE-I

(Format for “Contract” to be signed on Non-Judicial Stamp Paper of Rs. 100 by successful bidder)

CONTRACT AGREEMENT

This Contract made on the ____ day of ____ 20____ between WAPCOS Limited, a Company in corporate under Indian Company’s Act and having its registered office at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called “WAPCOS” of the one part) and (Name of Firm & Address)_____ (hereinafter called “Contractor” of the other part).

WHEREAS the WAPCOS is desirous that Work known as “_____”. (Herein after referred to as “Work”) under the Tender no. _____ dated _____ should be executed by the Contractor AND WHEREAS by a Letter of Award No. _____ dated _____ issued by WAPCOS Limited and accepted by the Contractor. WAPCOS Limited has accepted a Bid submitted by the Contractor for the execution and completion of such Work AND WHEREAS the Contractor has agreed to undertake such Work and furnish a Performance Security _____ (details) pursuant to Tender conditions.

NOW THIS AGREEMENT WITNESSETH as follows;

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz;

- a) Tender Document no. _____ dtd. _____
- b) Letter of Award to Contractor by WAPCOS
- c) Documents furnished by the Contractor during Bidding process
- d) Corrigendum/Amendments, if any
- e) Clarifications / Correspondences, if any
- f) Any other documents as forming part of the contract

1. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
2. In consideration of the payment to be made by WAPCOS to the Contractor as indicated in this Contract, the Contractor hereby covenants with WAPCOS to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
3. WAPCOS hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

SIGNED, SEALED AND DELIVERED

For and on behalf of the WAPCOS

For and on behalf of the Contractor

NAME _____
Designation

NAME _____
Designation

in the presence of witness:

in the presence of Witness

1 _____

1 _____

2 _____

2 _____

NOTE: Contractor shall submit the Original Power of Attorney on Non-Judicial Stamp Paper for this particular Work, in the name of Person who will sign the Contract with WAPCOS after award of Work.

FORMAT FOR LETTER OF AWARD

No.

Date:.....

M/s(Name of successful Bidder)
 (Address of successful bidder)

Subject: Award Letter for “.....(Name of work)”

Reference: Tender No.

Dear Sir,

We are pleased to inform that work of
 “.....” is awarded to your firm, in cost of
 Rs. ----- including GST, according to submission of your technical & financial bids against
 referred tender for the subjected work.

Work	Awarded Cost including GST
.....(Name of work)	Rs.

- The “Date of Commencement of Work” shall be immediately after award of work and accordingly, planning should be started for deploying manpower, resources as per Terms & Conditions of Tender document.
- The tender document wholly accepted by you along with all related correspondences at the time of bidding shall form a part of this letter of award.
- You are requested to submit the following as per Terms & Conditions of
 - Performance Security @5% of Tendered Value as per the form enclosed in the tender document before signing of the Agreement within 21 (Twenty One) days of the date of acceptance of the letter of award and sign the Contract Agreement.
- Schedule Plan/ Bar chart to complete the work in stipulated time period of ... months (as per tender conditions) from the date of award of the work. The Contractor will make all efforts to complete the work in given period of time, since work is very urgent in nature.
- The terms & conditions of the Work will be governed as mentioned in the tender document.
- Any other Conditions which will be incorporated by WAPCOS after award of work.

This letter of award is being issued to you in duplicate. You are requested to return the duplicate copy of the letter of award immediately duly signed and stamped as a token of your unequivocal acceptance and confirmation of the same.

Thanking You,

Yours faithfully,
 (Name & Designation
 of the Tendering Authority)

SECTION – III

FORMS

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**LETTER OF TRANSMITTAL FOR TECHNICAL BID**

To,
 Sr. General Manager
 Construction Management Unit-I
 1st floor, Plot no. 148,
 Sector- 44, Gurugram, Haryana-122003
Email: buildings@wapcos.co.in

Subject: Submission of Bids for Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

- i. I / We acknowledge that the WAPCOS will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed "Forms" for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/we submit the requisite Solvency/ Bankers Certificate OR Net Worth Certificate, Completion Certificates, Financial Information's and authorize WAPCOS Ltd. to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- iv. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- v. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

SN	Name of work (Maximum 3 works)	Value of Work	Client

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

LETTER OF TRANSMITTAL FOR FINANCIAL BID

Dated:

To
Sr. General Manager
Construction Management Unit-I
1st floor, Plot no. 148,
Sector- 44, Gurugram, Haryana-122003
Email: buildings@wapcos.co.in
Contact No. +91124-4488018

Sub: Financial Bid for Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

Dear Sir,

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

1. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
2. I / We shall keep this offer valid as period specified in the NIT.
3. I / We hereby submit our FINANCIAL BID and Offer Cost as filled for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-A: FINANCIAL INFORMATION

Years	Gross Annual turnover	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s(Name & address of firm of bidder), as submitted by the firm to the Income Tax Department.

Date:**(Signature of Statutory Auditor/ Chartered Accountant with Seal)****Place:****UDIN No. :**

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

FORM- B-1: SOLVENCY/ BANKER CERTIFICATE

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

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

(Signature for The Bank)

NOTE:

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

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

It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2022-23, the Net Worth of M/s.....(Name & Registered Address of Bidder/ Agency), as on(the relevant date) is Rs.....after considering all liabilities. It is further certified that the net Worth of the Company has not eroded by more than 30% in the last Three years ending on (the relevant date).

Signature of Chartered Accountant
(with Seal)

UDIN No. :

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

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM-C: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY****Solvency /Banker's Certificate/ Completion Certificate**

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

A. Solvency /Banker's Certificate

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

B. Completion Certificate

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

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified by the issuing authority within 5 working days, then our bid is liable to be rejected.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM- D: STRUCTURE & ORGANISATION**

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at **Man Singh Road, New Delhi**

S.No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address, Email & official website on which Correspondence will be made during Tendering & after Award of Work	Address: Email: Website:
3.	Telephone no./Telex no./Fax no.	
4.	Legal status of the Bidder (attach copies of 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	
5.	Names and Titles of Directors with designation as per Legal Status of Company	
6.	Designation of Senior Level Officers authorized to act for this work	
7.	Any other information considered necessary but not included above.	

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM-E: DETAILS OF QUALIFIED ART PERSONNEL OF THE FIRM**

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

SN	Name	Designation	Qualification	Total experience (No. of years)	Remarks
1					
2					
3					
4					
5					

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-F: NO-CONVICTION CERTIFICATE

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

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

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-G: NO DEVIATION CERTIFICATE

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

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.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-H: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

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

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

**FORM-I: UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL
RULES-2017**

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied
Office Building of ORGI at Man Singh Road, New Delhi

I / we(Name of the Firm)
well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR), 2017 on
procurement from country which shares a land border with India.. I/ we hereby certify that we are eligible
to participate in the tender as per Rule 144 (xi) In The General Financial Rules (GFR), 2017

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-J: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

Name of Work: Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi

We..... (Name of Firm)
hereby confirm that we will follow the Make in India Policy and its Guidelines at the time of execution of subjected work. We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy and will achieve the minimum local content target of 50%.

Date:

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

Place:

SECTION – IV

TERMS OF REFERENCE

SECTION – IV

TERMS OF REFERENCE

1.0 DEFINITIONS

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- The “**Contract**” means the documents forming the tender and acceptance thereof and the formal Agreement executed between the WAPCOS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- “**Employer**” shall mean WAPCOS Limited/ WAPCOS, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work as mentioned in NIT, having their Registered office at 5th floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India & include Engineer-in-charge, Project Manager, their successors & permitted assigns as well as their authorized officer / representatives. WAPCOS Limited is a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
- “**Principal Employer/Owner**” **Office of the Registrar General of India, Ministry of Home Affairs** who has appointed WAPCOS Ltd. as Project Management Consultant for the work mentioned in NIT.
- “**Bidder/Tenderer/Contractor**” shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute Works after award of the Works.
- “**Work/ Project**” means as mentioned in NIT.
- “**Site and location**” means the land/or other places on, into or through where statue is to be supplied and installed under the contract as mentioned in NIT.
- “**Engineer-in-Charge**” means the Officer appointed by WAPCOS who shall direct, supervise and sign the Contract Agreement on behalf of WAPCOS, for the purpose of Contract or his duly authorized representative.
- “**Project Manager, WAPCOS**” shall mean the officer appointed by WAPCOS to supervise the works at site on behalf of WAPCOS and Authorized by the Engineer-in charge.
- **Excepted Risk** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Engineer-in-charge or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
- “**Market Rate**” shall be the rate as checked & verified by the Project Manager, WAPCOS and agreed by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Special Conditions of Contract to cover, all overheads and profits.

- **“Tendered Amount”** means the value as quoted by the Bidder during bidding process including GST.
- **“Tendered Value”** means the value of work as stipulated in the letter of award including GST.
- **“Contract Price”** means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract including GST.
- **“Date of Commencement of Work”**: The date of commencement of work shall be the date of start as specified in Letter of Award.
- **GST** means Goods & Service tax- Central, State and Inter State

2.0 PERFORMANCE SECURITY (OR PERFORMANCE BANK GUARANTEE)

- i. The Contractor shall submit an irrevocable **Performance Security of 5% (Five percent) of the “Tendered Value” as per Annexure- II** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Contract on written request of the Contractor stating the reason for delays in procuring the Performance Security, to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Cash (in case Security amount is less than Rs. 10,000/-) or Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the WAPCOS as part of the performance Security and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.
- ii. The Performance Security shall be initially valid up to period of 2.5 years from the date of letter of award plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Security extended to cover such enlarged time. The performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including completion of the Defect Liability Period.
- iii. The Engineer-in-Charge shall make a claim under the performance Security except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - Failure by the Contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.
 - Failure by the Contractor to pay WAPCOS any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance Security shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

3.0 SECURITY DEPOSIT / RETENTION MONEY

The Bidder whose tender(s) may be accepted shall permit WAPCOS at the time of making any payment to Contractor for work done under the contract to deduct a sum at the rate of 5% from running and final bill excluding GST. No interest shall be paid on the amount so deducted.

The Security Deposit as deducted above shall be released within 60 days of successful completion of 2 years Defect Liability Period as Certified by the Engineer-in-Charge from the date recorded by the Client for satisfactory completion of work.

4.0 COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE

If the Contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under purview of the Contract on account of such breach, pay compensation for delay i.e. Liquidity Damage, a sum not less than 2.0% (Two percent) of the Tendered Value as aforesaid for each week and limited to 10% of the Contract Price. If, still work is not completed by the Contractor after deduction of full Liquidity Damage i.e. 10% of the Contract Price, then Performance Security shall be invoked and deducted security money shall be forfeited and project will be terminated. After that the balance work will be executed by Employer on risk and cost (amount recovered from invocation of Performance Security and Security deposit) of contractor.

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

5.0 COMPLETION PERIOD

The completion period will be maximum 1.5 months from the date of commencement of the work. The Contractor will make all efforts to complete the work in given period of time, as work is very urgent in nature.

6.0 DEFECT LIABILITY PERIOD (DLP)

- The Defect Liability Period of two (2) years shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later.
- The Bidder / Company shall submit "Guarantee Bond" after successful completion of Art Works at specified location with full satisfaction of ORGI and WAPCOS as prescribed at **Annexure-III**.
- If any major defect appears in the works, then it will be replaced during the DLP by the Contractor free of cost & nothing shall be paid extra on any account.
- Any defects or other faults which may appear within defect liability period from the date of successful completion, then it shall be rectified promptly on notification in writing by WAPCOS in this regard and repairs or replacement will be carried out with the materials identical to the original.
- The Contractor shall do cleaning of the Art Works 1 month before completion of DLP period.

7.0 Payment Terms

- The payment shall be made after successful completion of Art Works as mentioned in Bill of Quantities at site and after submission of invoices duly signed and verified by the Project Manager, WAPCOS and approved by the Engineer-in Charge.
- The bidder will submit maximum 2 bills for the work i.e. 1st Bill and Final bill.
- The payment will be made according to the actual installed/ executed quantities by the Bidder / Company in respect of Bill of Quantities.
- The Bidder / Company acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder/ Company), WAPCOS is only working as intermediary between ORGI being Principal Employer. Thus the Bidder / Company unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from ORGI being Principal Employer. The Bidder / Company also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company) is not received from ORGI, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder / Company. The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to Bidder / Company).
- All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.

8.0 Insurance

The work under this contract shall be fully insured in Indian Rupees against lost/theft/ damage incidental to manufacture or acquisition/ transportation, storage/ delivery, the insurance shall be obtained by the Contractor in an amount equal to 100% of the value of goods from warehouse to Project site on all risk basis including war risks and strikes.

9.0 Safety & Security Measures

The Bidder/ Company will take all the safety, security measures and insurance etc. of the workers/labourers involved in the works as per the standard guidelines of the CPWD Works Manual 2022.

10.0 Arbitration

Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and Bidder, if work is awarded to bidder), or the breach termination or invalidity thereof shall be settled through following mechanism:

- Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties it is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD,

WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.

- 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 Bidder and ORGI being Principal Employer, thus in the event, any dispute arises under the Contract Agreement (Agreement that will be signed, if work is awarded to bidder) and referred to Arbitration for adjudication, then subject to corresponding clause in the Memorandum of Agreement between ORGI and WAPCOS, ORGI 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 ORGI. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

11.0 Governing Laws and Jurisdiction

The tender document shall be governed by the Indian Laws and Rules as amended from time to time. The Courts of Delhi alone shall have exclusive Jurisdiction in all matters arising under this contract.

12.0 Additional Conditions

- The Bidder / Company shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Building Works Committee (BWC) constituted by the Office of the Registrar General of India (ORGI) or third party authorized by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress of works up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Building Works Committee (BWC) constituted by the Office of the Registrar General of India (ORGI), Head of concerned Regional Center of ORGI, or authorized representative of WAPCOS or third party authorized by WAPCOS/ ORGI or any statutory committee, will be carried out or replaced/ modified by the Bidder / Company at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement
- If any type of the miss-happening during the execution of work (i.e. Injury/Mobilization/Loss/Losses in Transportation/ losses in Installation /Theft etc.) & the responsibility of skilled & un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by Bidder / Company.
- The Bidder / Company shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works
- In case of any inconsistency between clauses, the clause favorable/ beneficiary to the

Work will prevail which will be decided by the owner and WAPCOS.

- The Contractor shall make his own arrangement for the Temporary connection for Supply of Electricity & Water, as required at his own cost and pay their monthly bill, if it is not agreed by Principal Employer.
- The Contractor shall have to make Coordination with other agencies engaged at the site by the Employer at no extra cost and share the Site with other Contractors/agencies, public authorities, utilities working in the area, if any. The Contractor will carry out the entire work in a planned manner by coordinating his work with other agencies, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedment's and other allied work connected with the completion of the building / subject work. In case of any dispute between the agencies engaged on the same work, decision of Engineer-in-Charge shall be final and binding.
- Security Regulations: The Contractor has to strictly follow the security regulations at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken out from the premises without proper gate pass. The Contractors, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorized entry in the work site on scrutiny of applications in prescribed form. For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the Contractor will have to make application to the Engineer-in-Charge also and keep them informed well in advance. The Contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorize their representatives to collect the entry permits for labour from the Employer's Security Authorities.

13.0 Extra Item, Substitute Items & Deviations

15.0.1 Extra Items:

- In the case of extra item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, the contractor shall submit proper analysis on the basis of the market rates as per the direction of Project Manager, WAPCOS and shall be paid in accordance with rate approved by Engineer-in –charge plus applicable Goods and Service Tax (GST).
- In case the extra item being the Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.

15.0.2 Substituted Items: The specification mentioned in Tender may be substituted as per the requirement of ORGI/ WAPCOS.

- In this case of substituted item(s) being Scheduled item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of substituted item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.

- In this case of substituted item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, the contractor shall submit proper analysis on the basis of the market rates as per the direction of Project Manager, WAPCOS and shall be paid in accordance with rate approved by Engineer-in –charge plus applicable Goods and Service Tax (GST).

15.0.3 Deviated Items:

- If executed quantity exceeds beyond BoQ quantity and is upto 100% limit of BoQ quantity, then the Contractor shall be paid as per the quoted & accepted rates.
- If the executed quantity exceeds beyond 100% limit of BoQ quantity, then the Contractor shall be paid as follows:
 - In the case of deviated item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works. The contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis on the basis of the market rates. Contractor shall be paid in accordance with rate approved by WAPCOS plus applicable Goods and Service Tax (GST) on work contract.
 - In the case of deviated item(s) being Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of deviated item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.

14.0 General Technical Specification of work

Contractor shall follow the CPWD Specifications- 2019 (Vol-1 & Vol-2) as published by CPWD, during execution of particular works which are in the scope of contractor.

15.0 Conditions of Contract

The Conditions other than above, if arises during execution of work will be governed by the latest General Conditions of Contract- 2020 for Construction Works and Works Manual 2022 along with latest corrections published by CPWD.

Annexure – II**(To be submitted on non-judicial stamp paper of Rs. 100)****FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-122015.

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for **Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi** (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (5% of the said value of the Contract to the Employer).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

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

Notwithstanding anything contained herein

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

Dated this _____ day of _____ at New Delhi.

Authorized Signatory of Bank

Signature

Signature

Name.....

Name.....

Signature Code/ S.S no.

Signature Code/ S.S no.

.....

Annexure – III

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate and will be signed by the person who sign the Original Agreement)

FORMAT FOR GUARANTEE BONDS REGARDING QUALITY & STABILITY
CERTIFICATE

This Supplementary Agreement made this ____ day of _____ 20____ between (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called WAPCOS of the other part) for the Work **Design and Execution of Art Works of Murals on building façade of Multi Storied Office Building of ORGI at Man Singh Road, New Delhi** in respect of Contract Agreement (hereinafter called the “Original Agreement” signed between(Name of Contractor firm) and WAPCOS on..... dated), whereby the contractor inter alia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee of minimum life of 10 years to the effect that the installed Murals will remain structurally stable, will have long durability, guarantee for the non damaging of Murals by sunlight & rain and guarantee against faulty workmanship, manufacturing defects of materials etc. **10 (ten) years**, to be reckoned from the date of start of Defect Liability Period prescribed in the Contract.

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

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

IN WITNES WHEREOF those presents have been executed by the GUARANTOR(Name and Designation who sign the Original Contract Agreement) on behalf of(Name of Contractor Firm) and WAPCOS on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor

NAME _____

Designation _____

in the presence of witness:

1 _____

2 _____

For and on behalf of the WAPCOS

NAME _____

Designation _____

in the presence of Witness

1 _____

2 _____

SECTION– V

SCOPE OF WORK

SECTION-V**SCOPE OF WORK****1.0 General**

WAPCOS Limited is a “MINI RATNA-I” Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India. WAPCOS is Project Management Consultant for executing the work of Construction of Multi Storied Office building for ORGI at Man Singh Road, New Delhi. The Art Work in the form of Mural is to be designed & executed on building façade of Multi Storied office building of ORGI, by the reputed Artist firm/Contractors who have expertise in the field of Art / Mural works as per terms & condition of the Contract.

2.0 Scope of Work

- The brief scope of work shall comprise of Conceptualization, Designing & Execution of theme based Art Works which symbolizes Culture/ Historical/Contemporary on building façade of Multi Storied Office building of Registrar General & Census Commissioner of India at Man Singh Road, New Delhi.
- The Art work shall be in the form of Murals made of high quality Fibreglass Reinforced Plastic material of permanent nature which becomes an integral part of the building as well as the landscaping surrounding the building. The Mural shall be fixed/ installed at specified location on the selected walls of the building or as suggested by the Artist after approval of ORGI/ WAPCOS.
- The proposal shall be based on National Code of practice, local bye-laws, environmental regulations and design norms and sound engineering and other practices.
- The work involves designing, developing actual mural as per approved design, on different size as required/ approved scheme, installation of completed murals on walls at prescribed locations.

After award of work, Contractor shall:

- a) Prepare and submit concept models, on a minimum scale of 1:50 as per the proposed theme, suggesting material to be used, method of execution within the specified time limit as per bid, within 7 days after award of work in the office of Registrar General of India before Committee members for approval. WAPCOS/ORGI may reject the concept model, if it is not upto the mark in term of material, quality, appearance & finishing. The same will be the property of Principal Employer after approval. In the case of rejection of concept model, one more chance will be given to Contractor to prepare new concept model, if the new concept model is again rejected by WAPCOS/ORGI, then the Contract will be terminated. Bidder/ Company shall not cause any action or claim against the WAPCOS/ ORGI for termination of his Contract
- b) Prepare and submit preliminary full scale design and drawing of the art works as per approval of ORGI/ WAPCOS for further approval. Preliminary and final execution full scale drawings shall be prepared and submitted for approval for moderate size Art items and suitable other scale drawings will be accepted where full size drawings are not feasible. Decision of Engineer in charge regarding feasible size drawing shall be final and binding on the bidder.
- c) After obtaining approval of preliminary full scale design and drawing of the Art Works from ORGI/ WAPCOS, the Contractor shall start the actual execution of Art Works as per approved full scale design and supervise the execution of the art work at site.

- d) Art work to be planned and executed as integral part of the project/ building to meet requirement of local body by laws and the successful bidder shall assist department in obtaining completion of the building from Art point of view.
- e) Make arrangements for any type of basic supporting structures and/ or wall finishing, and fixing scaffoldings as required, cranes and erection for execution of Art Work. In this regard, nothing shall be paid to the Contractor as this is in the scope of the Contractor.
- f) Deliver and complete Art Works at site within the stipulated time as per bid condition, in good presentable condition and to the full satisfaction of ORGI/ WAPCOS.
- g) The work is to be executed as per approved full scale design, IS codes, requirement of local body by-laws, detailed specifications enclosed in Tender Document.
- h) After award of work, Employer expects all the proposed key personnel to be available during implementation of the agreement. The Employer will not consider substitution except under exceptional circumstances up to maximum of 50% of key personnel (considering weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.
- i) The items have to adhere to the standard, quality and material with specified fittings as per Standard norms and attached BoQ.
- j) The nos. of Murals within the considered Bill of Quantity (550 sqft) will be minimum 2 nos. and maximum 4 nos. and will be installed as per the direction of WAPCOS & client at any height of the 7 storey buildings.
- k) The WAPCOS reserve the right to inspect the Contractor's manufacturing place at any time, from where the Mural is proposed to be manufactured, if necessary. Bidder / Company will be required to make necessary arrangement as per mutually agreed time and program for visit.
- l) The manufacturing & fixing of Mural shall comprise of following stages-
 - (i) The approved design to be modeled with 3 dimensional effect in clay or any other feasible material.
 - (ii) Once the model is approved, then it would be put in to the POP mould process and left to dry naturally and harden mould taken out from clay work.- Approval from WAPCOS/ ORGI is required at this stage
 - (iii) Once the mould work is over, fiber glass plastic (FRP) casting will be processed and taken out of the mould then it will fine polished and painted as per given instructions.
 - (iv) After this complete mural will be fixed on to the pre-arranged polished & painted steel structural frames of 1" MS square pipe of min. 18 gauge/ metal brackets by fitting every block of the Mural through fasteners/ Hardware items as required for proper fixing of mural to the steel frame and wall / surface as per the direction of Engineer in charge.
 - (v) The quoted price by the bidder should include price of all above items i/c steel frame, any hardware items (as per the requirement for installation of Mural on wall) in the quoted rate and nothing extra shall be paid. The decision of

Engineer-in-charge regarding fixing of Mural shall be final & binding on the bidder.

- m) Site levelling, Excavation etc. without disturbing the nearby or surrounding building functions for execution of Art work. The bidder will be fully responsible for any type of defect/ break down up to the installation of Mural at site.
- n) The contractor must take up all the additional works without any dispute/ claim which are essential to make the work complete in all respect, if directed by WAPCOS/ORGI.
- o) **Technical Specification-** The items have to adhere to the standard, quality and material with specified fittings as per Standard norms and attached BoQ.

Detailed Specification of Fiber Glass Mural work:

- 1) Only high Quality Resin (311 number) and Fiber glass (450 GSM fiber) will be used. **Specifications to be shared in the presentation.**
 - 2) Casting should be done with Fiber glass which consist of high quality resin (311 number), compost marble, Fiber matt of 450 GSM, Cobalt, hardener (preferably 6%), catalyst & other required material of standard grade & norms.
 - 3) Every block of Mural will be fitted by fasteners over structural steel frame which will be finally fixed on wall after approval.
 - 4) Relief work will be sculpted as per design; minimum thickness should be ½ inch and maximum thickness will be 4 inches.
 - 5) Weather coat acrylic paint/ High quality Duco Paint will be applied as per approved make and approval of sample by ORGI/WAPCOS.
- p) **Number of documents and copy right:**

All the documents / drawings, designs, reports and any other details envisaged under this agreement shall be supplied in **two copies**. All these drawings will become the property of the of the Engineer in charge. The Engineer in charge may use this drawings in part or full in any other work without any notice to the Artist / firm and without any financial claim of the Artist / firm.

The drawings cannot be issued to any other person, firm or authority or used by thr Artist / firm for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer in charge and/ or his authorized representative.

3.0 LIST OF MAKE:

Acceptable makes of materials to be used in the work are as follows. In case of non-availability of these makes, after the approval of WAPCOS/ ORGI, the Contractor can use the alternative makes only BIS marked materials of equivalent reputed brand. Non BIS marked materials may be permitted by the WAPCOS only when BIS marked materials are not manufactured. If any make / brand of the “Material / Article” is not mentioned in following make list, then standard top 5 Manufacturers/ Agencies /Brand Make for that “Material / Agency” will be considered.

SN	Material /Article	Manufacturers/ Agencies /Brand Make
1	Admixtures	FOSROC, SIKKA, CICO Technologies Ltd. Pidilite
2	Paints	Lewis Berger, Asian Paints, Nerolac, Dulux
3	Steel/Wood Primer Paints	Lewis Berger, Asian Paints, Nerolac, Dulux
4	Structural Steel	Jindal, Tata, Apollo APL
5	Water Proofing Compound	FOSROC, Dr. FIXIT, BASF,CICO, SIKKA
6	Putty	Dalmia, JK, Birla, Asian

SECTION – VI

INDICATIVE IMAGES





SECTION – VII

FINANCIAL PROPOSAL

Bill of Quantity

SN	Description of item	Unit	Qty.	Assessed Rate (in Rs.)	Amount (in Rs.)
1	Designing, sketching, modelling, fabricating and fixing a three dimensional artistic mural in FRP (Fiber Reinforced Polymer) as per approved design & drawings and as per obligations, terms & conditions set out or implied in the tender document. Note: The nos. of Murals within the considered qty of 550 sqft will be minimum 2 nos. and maximum 4 nos. and will be installed as per the direction of WAPCOS & client at any height of the 7 storey buildings. Hence, bidder will quote the rate accordingly and no additional cost will be entertained.	Sqft	550	2730	15,01,500
	Total cost of work excluding GST				15,01,500
	Total cost of work including 18% GST				17,71,770

- **The Bidder shall quote rate up to two decimal only in bill of quantity template of CPP portal in respect of assessed rate during submission of Financial Bid..**
- The estimated cost for components of Art Work is only rough estimation exclusively for the purpose of defining eligibility conditions for the sub- artist firms of the Bidder and the same shall have no bearing and/ or effect on any other matter under this bid document.
- Amount quoted by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the tender document/ contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”
- The Contractor shall issue Tax Invoices to the Employer showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”.
- The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.