



**WAPCOS Limited**  
**(A Government of India Undertaking- Ministry of Jal Shakti)**

Ropeways Division, 2nd Floor, Plot No.- 62,  
Institutional Area, Sector-18, Gurgaon – 122015 (Haryana)  
Phone: 0124-2977225  
Email: ropeways@wapcos.co.in

**TENDER DOCUMENT FOR**

**Architectural Services for Preparation of Feasibility Report for implementation of Ropeways in Indore.**

<b>Reference NIT No.</b>	WAP/Ropeways/2024-25/08
<b>Date of Uploading</b>	13/11/2024
Website for downloading Tender Corrigendum / Addendum	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> & EGEM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ).
Website for uploading Tender	EGEM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
Last date & time of Procurement download of tender Document	27/11/2024 up to 16:00 hours  The bidder must officially procure/download the tender documents from the <a href="https://gem.gov.in">EGEM Portal</a> before the last date and time of sale of tender document in order to bid.
Earnest Money Deposit	Rs. 20,000
Estimated Cost	Rs. 10.0 Lakhs excluding GST
Last date & time for Offline Submission of Original Technical document, Tender Fees, EMD etc. as detail in Tender.	27/11/2024 up to 16:00 hours in the office of Chief Scientist-II, Ropeways Division, 2nd Floor, Plot No.- 62, Institutional Area, Sector-18, Gurgaon – 122015
Last date & time for online submission of Technical & Financial Bid.	27/11/2024 up to 16:00 hours
Online opening of Technical Bid	27/11/2024 up to 16:30 hours
Online opening of Financial Bid	To be Intimated to Technical Qualified Bidders Only

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**WAPCOS Limited**  
**(A Government of India Undertaking- Ministry of Jal Shakti)**

**Architectural Services for Preparation of Feasibility Report for  
implementation of Ropeways in Indore.**

## **SECTION I**

### **E-NOTICE INVITING TENDER**

NIT No. WAP/Ropeways/2024-25/08

Date: 13/11/2024

**E-NOTICE INVITING TENDER**

WAPCOS Limited (A Govt. of India Undertaking) invites “**Online Electronic Tenders**” from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document.

The tenders shall be available in website [www.wapcos.co.in](http://www.wapcos.co.in) and EGEM Portal (<https://gem.gov.in>) on dates as mentioned above.

**Bids to this tender will be accepted only through ONLINE mode through the website EGEM Portal No other mode of bid will be considered and accepted.**

S. No.	Particulars	Description
1.	Estimated Cost of work	Rs. 10.0 Lakhs excluding GST
2.	Scope of work	As per Tender Document
3.	Completion time	45 days from issuance of letter of award
4.	Earnest money to be deposited	Rs. 20,000 in the form of RTGS/ NEFT/ D.D./ Banker's Cheque/FDR/BG in prescribed format in favour of 'WAPCOS Limited' payable at Gurugram.
5.	Tender fee-non refundable	Rs. 1,000/- (One Thousand only)–payable in form of DD in favour of WAPCOS Ltd. Payable at Gurugram.
6.	Validity of Tender	90 days from the last date of submission.
7.	Website for downloading Tender / Corrigendum / Addendum	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> and EGEM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ).
8.	Website for upload Tender	EGEM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ).
9.	Last date & time of Procurement / download of tender Document	27/11/2024 up to 16:00 hours The bidder must officially procure/download the tender documents from the EGEM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ). before the last date and time of sale of tender document in order to bid.
10.	Last date & time for Offline Submission of Original Technical document, Tender Fees, EMD/Bid Security Declaration etc. as detail in Tender	27/11/2024 up to 16:00 hours in the office of Chief Scientist-II, Ropeways Division. 2nd Floor, Plot No.- 62, Institutional Area, Sector-18, Gurgaon – 122015 Email: <a href="mailto:ropeways@wapcos.co.in">ropeways@wapcos.co.in</a> Contact No. +91-124-2977225
11.	Last date & time for online submission of Technical & Financial Bid.	27/11/2024 up to 16:00 hours
12.	Online opening of Technical Bid	27/11/2024 up to 16:30 hours
13.	Online opening of Financial Bid	To be Intimated to Technical Qualified Bidders Only
14.	Contact Information	WAPCOS Limited Ropeways Division 2nd Floor, Plot No.- 62, Institutional Area, Sector-18, Gurgaon – 122015 Email: <a href="mailto:ropeways@wapcos.co.in">ropeways@wapcos.co.in</a> Contact No. +91-124-2977225

**1.1 Minimum Qualifying Criteria:** (All the documents should be attached in order and page numbered as specified in the table below)

S.No.	Particulars	Page No. From - To
a)	<b>Power of Attorney</b> - (On bidder original Letter Head)	
b)	<b>MSME Registration Certificate</b> – (If bidder registered under MSME, the certificate should be enclosed otherwise undertaking shall be submitted for non-registration)	
c)	<b>Processing Fees/ Tender Fees:</b> As mentioned in NIT – payable in form of DD in favour of WAPCOS Ltd. Payable at Gurugram is to be submitted.	
d)	<b>EMD:</b> As mentioned in NIT	
e)	<b>Registration Certificate/Letter of Incorporation</b> - The Agency should be registered in India. The Letter of Incorporation/Registration Certificate is to be submitted.  <b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.	
f)	<b>PAN Card</b> - Agency must have PAN (Documentary evidence is to be submitted).	
g)	<b>GST Registration</b> - Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered.  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 submission of bills.	
h)	<b>P.F Registration</b> The bidder should submit the P.F. registration certificate  Note: If bidder is not registered under P.F., undertaking shall be submitted along with reason for non-registration	
i)	<b>Financial Strength</b> <b>a) Turnover</b> - Average annual financial turnover should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2022-23. This should be duly audited by the Chartered Accountant doing Statutory Audit. The Duly signed & stamped Certificate ( <b>Form C</b> ) from the Chartered Accountant is to be submitted. (Certificate must carry the UDIN (Unique Document Identification Number)). <b>b)</b> Full Balance Sheet and Profit & loss Statement for last 5 years of Bidder should be verified by Chartered Accountant. <b>c) Profit / loss:</b> The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.	
j)	Bidder shall submit <b>Solvency certificate</b> (from any nationalized or Scheduled bank) with details of Financial Status i.e.; Name of the Banker & Current Solvency Certificate (i.e. the solvency certificate must have been issued after the date of publication of NIT & be addressed to the tender inviting authority quoting the name of work from Banker in original for a sum of <b>at least 40% of the estimated cost of work. (Form-I)</b>	

S.No.	Particulars	Page No. From - To																
k)	<p><b>Experience:</b> The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:</p> <p>i) One similar completed project with architectural fees received for completion of the work not less than 80% of the estimated cost of work mentioned in NIT. Or</p> <p>ii) Two similar completed projects with value of architectural fees received for completion of each work not less than 50% of the estimated cost of work mentioned in NIT. Or</p> <p>iii) Three similar completed projects with value of architectural fees received for completion of each work not less than 40% of the estimated cost of work mentioned in NIT.</p> <p>Similar work means carrying out <b>Architectural Consultancy Services for development of any Ropeway or Metro station</b>. The value of fees received as mentioned above shall be exclusive of GST. (<b>Annexure F</b>)</p> <p><b>Note:</b> <i>Firms should submit work completion certificates along the proof of fees received for eligible assignments (like agreement &amp; letter of Award, where in it fees received and scope of work carried out should be clearly mentioned)</i></p>																	
I)	<p>The Bidder shall provide the CVs of the Experts as follows:</p> <table> <tr> <th>Sl. No.</th> <th>Designation of Key Personnel</th> <th>Educational Qualification (Min)</th> <th>Professional Experience</th> </tr> <tr> <td>1.</td> <td>Architect– (02 No.)</td> <td>M. Arch Degree</td> <td> <ul style="list-style-type: none"> <li>Should have M. Arch Degree from a reputed college/university.</li> <li>Should have an experience of minimum 10 years.</li> <li>Should have an experience of Plan/design/development of at least 5 projects related to multistory commercial buildings.</li> </ul> </td> </tr> <tr> <td>2.</td> <td>Civil Engineer</td> <td>B.E. or B. Tech in Civil Engineering</td> <td> <ul style="list-style-type: none"> <li>Should have B.Tech. Degree in Civil Engineering from a reputed college/ university.</li> <li>Should have minimum 10 years of experience.</li> <li>Should have minimum of 5 years of experience in designing/ planning/ cost estimation of multistory commercial buildings.</li> </ul> </td> </tr> <tr> <td>3</td> <td>Electrical Engineer</td> <td>B.E. or B. Tech</td> <td> <ul style="list-style-type: none"> <li>Should have B.Tech. Degree in Electrical Engineering from a reputed college/ university.</li> <li>Should have minimum 10 years of experience.</li> <li>Should have minimum of 5 years of</li> </ul> </td> </tr> </table>	Sl. No.	Designation of Key Personnel	Educational Qualification (Min)	Professional Experience	1.	Architect– (02 No.)	M. Arch Degree	<ul style="list-style-type: none"> <li>Should have M. Arch Degree from a reputed college/university.</li> <li>Should have an experience of minimum 10 years.</li> <li>Should have an experience of Plan/design/development of at least 5 projects related to multistory commercial buildings.</li> </ul>	2.	Civil Engineer	B.E. or B. Tech in Civil Engineering	<ul style="list-style-type: none"> <li>Should have B.Tech. Degree in Civil Engineering from a reputed college/ university.</li> <li>Should have minimum 10 years of experience.</li> <li>Should have minimum of 5 years of experience in designing/ planning/ cost estimation of multistory commercial buildings.</li> </ul>	3	Electrical Engineer	B.E. or B. Tech	<ul style="list-style-type: none"> <li>Should have B.Tech. Degree in Electrical Engineering from a reputed college/ university.</li> <li>Should have minimum 10 years of experience.</li> <li>Should have minimum of 5 years of</li> </ul>	
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S.No.	Particulars				Page No. From - To
				experience in power requirement multistory commercial buildings.	
	3.	AutoCAD expert- (01 No.)	Diploma/Degree in Draftsmanship	<ul style="list-style-type: none"> <li>Total work experience of minimum 5 years</li> </ul>	
	<b>Note:</b> 1) Proof of Education Qualification is required to be submitted along with CV 2) All the CVs should be submitted as per format given at <b>Annexure D</b>				
m)	Joint Venture/ Consortium - Not allowed				
n)	Bidder should not be blacklisted / debarred by any Government / semi-Government Department / PSU. Bidders shall submit an undertaking on their letter head for not being involved in any form of corrupt and fraudulent practices. <b>(Form-E )</b> .				
o)	Consent Letter to execute the Integrity Pact & Integrity Agreement <b>(Annexure A &amp; B)</b> .				
p)	E- GeM Registration Details and Certificate				
q)	<b>All forms except Financial form H</b>				
r)	<b>All Annexures</b>				
s)	<b>Any Other Document</b>				

**a. Technical Qualification:**

- If required, WAPCOS may seek clarifications on the technical bid of applicants. If the clarifications sought by the WAPCOS are not received in stipulated period, then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.
- The method of selection is Least Cost Selection (LCS). The bidder has to submit both a technical and a financial proposal at the same time. Minimum qualifying marks for the quality of the technical proposal are 70 out of maximum 100.
- The technical proposals shall be opened first & evaluated and the firms/offers which are qualifying as per the technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list.
- Financial proposals shall be opened for only eligible and responsive offers and ranked. L-1 offer out of the responsive offers shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal.
- Proposals with the lowest cost (L1) shall be awarded the work.
- 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 suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
  - Record of poor performance such as abandoning work, not properly completing contract, or financial failures/weakness etc.

- c. In case the conditions 6a & 6b mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and WAPCOS shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above

## b. Criteria For Evaluation

### (1) Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration.

Evaluation & Marking of Technical Proposal and scoring criteria to be used for Evaluation of Bids shall be as follows

S. No.	Description	Marks out of 100
<b>1.0</b>	<b>Financial strength of Bidder</b> Average Annual turnover as per clause 1.1 (i) of Minimum Qualifying Criteria	<b>10</b>
<b>2.0</b>	Similar Work Experience for works executed during last 07 years as per clause 1.1 (k) of Minimum Qualifying Criteria	<b>40</b>
<b>3.0</b>	<b>CVs (As per enclosed format)</b>	<b>30</b>
a)	Architect – 2 Nos (10 each)	20
b)	Civil Engineer – 1 Nos	5
c)	Electrical Engineer – 1 Nos	3
d)	Autocad Expert -(1 Nos)	2
<b>4.0</b>	<b>Approach &amp; Methodology</b>	<b>20</b>
a	Approach and Methodology (As per enclosed format at Annexure E)	15
b	Work Plan & Time Schedule	5
	<b>Grand Total</b>	<b>100</b>

### (2) Evaluation of Financial Proposal:

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

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

The firm offering lowest Financial Proposal shall be invited for negotiations/ shall be awarded the work as applicable

**NOTE: Exemption in Tender document fee & EMD by Micro, Small Enterprises registered and NSIC:** The companies who are registered with Micro, Small Enterprises are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSME and/or NSIC.



Tender document may be downloaded from e-tendering website for the above work is available in downloadable format at WAPCOS official website [www.wapcos.co.in](http://www.wapcos.co.in) and EGEM (Portal <https://gem.gov.in>). Downloading of tender documents alone will not make at tenderers eligible for participating in the bidding. The documents uploaded by the tenderers will be subjected to verification subsequently by Department, if required.

## 1.2 Bid Submission

The entire bid-submission would be online on EGEM Portal (<https://gem.gov.in>). Broad outline of submission are as follows:

**Part I - "Technical Bid"**

**Part II - "Financial Bid"**

Technical and Financial Bid shall be uploaded on E-tender portal [EGEM Portal \(https://gem.gov.in\)](https://gem.gov.in).

## 1.3 Online Submission of Technical Proposal:

**The following documents/information (signed & scanned) has to be submitted online** on E-tender portal [EGEM Portal \(https://gem.gov.in\)](https://gem.gov.in).

- i. All documents/information as mentioned above at 1.1- Minimum Qualifying Criteria.
- ii. Power of attorney/Letter of Authorisation in the name of authorized signatory signing the bid.
- iii. Letter of Transmittal
- iv. Curriculum Vitae of the Staff to be deployed by the firm for this project (as per Annexure D)
- v. Work Plan
- vi. Approach and Methodology (As per Annexure E)
- vii. The Experience Certificates/Completion Certificates are to be submitted for in Similar Nature of Works having successfully completed during the last 7 years ending previous day of last date of submission of tenders
- viii. From A to J except H
- ix. All the detail should be arranged as per table given at 1.1 of minimum eligibility criteria **and** page numbered

## 1.4 Offline Submission of Documents (in Original) by bidder.

- i. All documents mentioned at 1.1.
- ii. Original documents mentioned at 1.1 (a, c, d, j, n, o), Form C
- iii. Form A to J except form H.
- iv. All Annexures (From Annexure A to F)

## 1.5 Online Submission of Financial Proposal:

The financial bid has to be submitted online only as per form of Financial Bid (**Form H.**)

Names of the technically qualified bidders on the basis of information furnished in the checklist uploaded by concerned bidders after technical evaluation and verification will be displayed in the portal.

Only Technically qualified bidders may know the status of financial Bid opening and list of financial comparison charts of bidders will be displayed in the portal. No individual intimation will be given.

In case, due to any reason the scheduled dates for opening of technical and financial parts as mentioned above are holidays or due to any reason the office remains closed or due to any acts of God it becomes unapproachable (solely at the discretion of tender inviting authority), the next working day will be applicable while the previous specified time will remain the same.

WAPCOS reserves the right to reject or cancel any or all tender documents and bid document without assigning any reason's whatsoever.

Interested bidders may contact the following official for site visit and/or for seeking any details regarding execution of proposed work.

Ropeways Division,  
WAPCOS Limited,  
2nd Floor, Plot No.- 62,  
Sector – 18, Gurugram, Haryana - 122015  
Contact No. +91-124-297 7225

**Any corrigendum/ addendum/ errata/ status in respect of the above tender shall be made available only at our official website [www.wapcos.co.in](http://www.wapcos.co.in) and [EGEM Portal \(https://gem.gov.in\)](https://gem.gov.in). Hence prospective bidders are advised to visit WAPCOS and CPP Portal website regularly for above purpose.**

**Chief Scientist-II  
Ropeways Division  
For and on behalf of WAPCOS LIMITED**

## **SECTION-II**

### **2.0 INSTRUCTIONS TO TENDERERS**

- 2.1** The firms/Consultant who fulfil qualifying criteria as mentioned in qualifying criteria in NIT are eligible to participate in the Bid. Letter of transmittal and forms for deciding eligibility are given in tender document.
- 2.2** The firms/ Consultant are invited to submit a Technical bid and Financial bid. The tender will be the basis for technical discussions/negotiations, if required and ultimately for signing contract with the selected Firm.
- 2.3 Background:** Indore Development Authority (IDA) intends develop state of art urban aerial ropeway transit network for Indore City. In this regard, WAPCOS has been awarded work of preparation of Feasibility Report for development of urban aerial ropeway transit network for Indore City.

The scope under current work involves carrying out Drone and DGPS Survey along the proposed ropeway alignments.

### **2.4 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **2.4.1 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 tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, conditions of contract, local conditions and other factors having bearings on the execution of the work.
- b) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

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.

- c) The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- d) 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.
- e) 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.
- f) 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.

#### **2.4.2 Earnest Money Deposit (EMD)**

The EMD & Tender Processing Fee shall be submitted as per the details mentioned in the NIT. Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD & Tender Cost.

The Bidders, who are exempted to deposit EMD amount due to any exemption granted as per MSME Act, are required to attach scanned copy of relevant documents/certificates evidencing such exemption granted, along with the Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and shall be summarily rejected and shall not be evaluated further.

#### **2.5 Scope of Work:**

The scope under current work majorly involves architectural planning of ropeways stations & cost estimation for preparation of feasibility report for implementation of ropeways in Indore City. Tentative no of stations to be planned / designed 40 approx. However, exact number of stations for which designs have to be prepared will be communicated based approval ropeway network.

##### **A. Topographical Survey of the area: -**

- Shall be provided by WAPCOS.

##### **B. Architectural Services: -**

- Preparation of layouts, floor plans, elevations of ropeway stations in line with National building Code & local/city bye laws of Indore. If there is any deviation from the byelaws which cannot be complied should be intimated in writing.
- Revision of layouts, floor plans, elevations as per requirement of WAPCOS/CLIENT for approval.

- Market survey of real estate business/ local commercial rents to be done & propose suitable commercial spaces in the stations for revenue generation.
- Preparation of station wise BOQ & Cost estimates.
- All type of electrical loads to be determined and estimated
- preparation of 3D views for selected Stations (4 nos).
- Provide specifications & makes for tender purpose
- Assist WAPCOS in submission of cases to local body approvals.
- Any revisions/modifications as suggested/required.

## **2.6 Earnest Money Deposit (EMD):**

The EMD & Tender Processing Fee shall be submitted as per the details mentioned in the NIT. Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD & Tender Cost.

The Bidders, who are exempted to deposit EMD amount due to any exemption granted as per MSME Act, are required to attach scanned copy of relevant documents/certificates evidencing such exemption granted, along with the Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and shall be summarily rejected and shall not be evaluated further.

**2.7** Validity of Tender 90 days from the last date of Submission.

**2.8** Once the bidder has given an unconditional acceptance to the terms and contract conditions, bidder will not be permitted to put any remark(s)/condition(s)(except unconditional rebate on price quoted, if any)in/along with the tender document.

**2.9** In case the conditions 2.8 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and WAPCOS shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above.

**2.10** Special care should be taken to write the rates/percentage and amounts in figures as well in words in such a way that any alteration is not possible up to two decimal places. While quoting the rates in Bill of quantities, the word “only” should be written closely following the amount and it should not be written in the next line.

In case of any discrepancy between the rates/percentage quoted in figures and words, the rate/percentage quoted by the contractor in words shall be taken as Correct. The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

**2.11** The fees for consultancy Services will be payable as mentioned in NIT.

**2.12** WAPCOS Ltd. Reserves the right to accept /or reject any or all the tenders received without assigning any reason whatsoever.

**2.13** The price quoted by the tenderer shall be as per format.

**2.14** It is advised that the firms should visit the site of work to properly assess the scope of work, before quoting for the tender.

**2.15** An authorized representatives of the survey agency/Consultant shall sign the Technical & Financial bids.

## **2.16 Payment Schedule:**

The payment shall be made as per following payment terms as per the area of survey carried out and rate quoted the financial bid.

The payment shall be made as per following payment terms and rate quoted the financial bid.

- 40% on submission of architectural layouts, plans, sections & elevations
- 25% on submission & approval of revised architectural drawings as per the requirement of WAPCOS/ Client & draft cost estimates.
- 10% on submission of Tender Specifications & Makes
- 15% on Approval of Feasibility Report by IDA.

**Note:**

- Agency shall submit his bill along with full description about service provided.
- All documents should be submitted WAPCOS in editable form i.e., AutoCAD, Word, Excel, PPT, Geotiff, ECW, DEM etc.
- All the reports should be submitted to WAPCOS along with their respective Presentation
- Survey Agency shall not claim payment against pending services or incomplete stages of work.
- After submission of each deliverable, if required, the survey agency should deliver in person presentation in the office of WAPCOS/ IDA.
- The payments shall be made only on back-to-back basis upon receipt of payment from the Owner and no interest is payable on account of delay if any.

**2.16.1** The associate/Sub-Consultant/ Subcontractor acknowledge that under the present contract/agreement, WAPCOS is only working an intermediary between Client being principal Employer and associate/sub- consultant/ Sub-Contractor. Thus, the associate/ Sub Consultant unconditionally acknowledges that the payments under the present contract / agreement shall be made proportionately by WAPCOS only on Back-to-Back basis i.e. after 21 days subject to the receipt of payment against the submissions from Client being Principal Employer. The associate/ sub consultant/ sub-contractor also unconditionally agree that in the event the payment is or part thereof, under the present contract/agreement is not received from Client (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to the Associate/Sub Consultant/ Sub Contractor. The said condition shall supersede any and all other conditions of contract/agreement between the parties.

**2.16.2** The Survey Agency/Consultant shall submit the financial quotation as per provided format in the financial bid.

**2.17 Deliverables:**

S. No.	Particulars	Duration (From the issue of letter of award)
1	Preparation and submission of Architectural Plans & Elevations	Within 21 Days from issuance of LOA
2	Revision Architectural Plans & Elevations & Cost estimates	Within 7 from receipt of comments
3	Market survey of real-estate business/ local Commercial rents	Within 30 Days from issuance of LOA
3	Teder specifications & makes	Within 45 Days from issuance of LOA

**SECTION-III****3. OTHER TERMS AND CONDITIONS:**

- 3.1.** The Agency shall furnish a Performance Guarantee in the form of DD/FDR in favour of WAPCOS Ltd. or in the form of BG on the Performa of WAPCOS Ltd. from a Nationalized / Scheduled Bank to the extent of 5% of the value of total Agency fees of Works within 10 days of the issue of Letter of Acceptance. The Bank Guarantee shall remain valid till completion of project/taking over by client whichever is later. This Performance Guarantee initially be submitted with the validity till scheduled completion period as per tender document but in case of extension of completion due to any reason, it is the responsibility of the agency to get it extended one month prior to its expiry without any claim on it, in case of failure, WAPCOS may get it en-cashed without giving any notice. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance guarantee for extended /delayed period of submission of Performance guarantee. In case the Agency fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period limited to 15 days only, letter of acceptance will stand withdrawn and EMD of the consultant shall be forfeited. **The Performance Guarantee shall be released after award of work to contractor or 6 months from acceptance of Final Architectural Plans & Cost Estimates whichever is earlier.**
- 3.2.** The retention money shall be deducted from each running bill of the agency @ 2.5% (Two Point five percent only) of the gross value of the Running Account bill. No Interest shall be paid on amount so deducted. WAPCOS reserves the right of part or full forfeiture of retention money in addition to other claims in the event of agency's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. The retention money shall be released after approval of Feasibility Report by IDA/WAPCOS or after completion of 1 year from date of award whichever is earlier.
- 3.3.** If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason what so ever and hence not required the whole or any part of the works to be carried out, the WAPCOS shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the fore closure of the whole or part of the work.
- 3.4.** WAPCOS is acting as a Design Agency on behalf of Indore Development Authority (IDA), Indore. Hence any payment towards any claim of the Agency if not considered/paid by the above authorities shall not be paid to the Agency.
- 3.5.** The Consultant shall supply free of charge to the WAPCOS, the adequate no. of the documents as listed in the list of deliverables.
- 3.6.** The Bank Guarantee (Performance BG/EMD or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:  
 "Indian Overseas Bank  
 NHB Gurgaon, Branch Code: 1935  
 Ifsc Code: IOBA000935  
 Beneficiary: WAPCOS Limited"
- 3.7. Coordination with other consultants/agencies.**
- 3.7.1.** Agency shall coordinate with other consultants/agencies appointed by WAPCOS for the same work or other works to have proper integration of the schemes/system and to avoid any duplicity of work.

**3.8. Compensation for delay**

- 3.8.1. The Consultant/Agency will be required to complete the entire job as per time schedule. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to WAPCOS for the completion of the works
- 3.8.2. Penalty/LD of 0.5% per week of delay shall be deducted subjected to maximum of 10% of award value from the Agency/Firms fee.
- 3.8.3. While providing services, the Agency shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep WAPCOS indemnified all the times and shall bear the losses suffered by WAPCOS in this regard.
- 3.8.4. The works may be terminated at any time by WAPCOS upon five days notice in writing being given to Agency, if the Agency's work is not found to be satisfactory according to the terms of the agreement or the associated Agency fails to take action as per the directions of WAPCOS's Engineer-in-charge. In case the agreement is terminated on account of Agency's work not being satisfactory, WAPCOS will get the work done at the risk & cost of the Agency

**3.9. Blacklisting**

The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form E. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work

**3.10. Settlement of Disputes**

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

- (a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- (b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- (c) 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 of the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- (e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs



if any passed against WAPCOS and costs incurred in the proceedings shall be sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- (f) The place/seat of arbitration shall be 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.”
- (h) In the event of any penalty imposed on the WAPCOS by the Principal Employer/Client the same shall be passed on to the agency without any augmentation.

### **3.11. Force Majeure Clause**

Where any force-majeure occurrence beyond the reasonable control of a Party renders impossible or hinders or delays the performance of any obligation (other than the payment of money due) and which by the exercise of due diligence such Party is unable to prevent or overcome, then the failure or omission of such Party to perform such obligation shall not be treated as failure or omission to comply with terms of this MOU including agreements and consents entered into pursuant to and in conjunction to this MOU.

WAPCOS will not be responsible for any delay/stoppage of work due to force majeure conditions like natural calamities, civil disturbance, strikes, war etc. and losses suffered, if any by the consultant/ agency on this account. WAPCOS shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by WAPCOS to the Agency.

### **3.12. Completion period**

The overall completion period is 45 days

If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the Agency. However, suitable extension of time for completion of work shall be granted accordingly.

### **3.13. Escalation/Price Variation**

No claim because of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor/Agency shall be firm and fixed for entire contract period as well as extended period for completion of the works. However, in case WAPCOS is compensated by client, the same compensation shall be pass on to the agency.

### **3.14. Responsibilities for Accuracy of Project Proposals**

The Agency shall be responsible for the accuracy of the data collected and the surveys conducted, quantities and estimates prepared by him as part of the project. He shall indemnify WAPCOS & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant/ agency will be responsible to correct the drawings including re- investigations etc. as required without any extra cost implication on WAPCOS.

Agency shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the Agency in all the meetings/presentations with WAPCOS/OWNER/Local Municipal Corporation Authorities/ State/ Central Govt. or any other agency.

### **3.15. Insurance**

Workmen Safety and Insurance: The Consultant shall alone be fully responsible for safety and

security and insurance or life insurance of their personnel who is working on the Project. The Consultant shall take out and maintain at its own cost insurance against the risks and for the coverage and shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. WAPCOS shall not be liable for any compensation in case of any fatal injury/ death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

### **3.16. Tax and Other Dues**

The rate quoted by the Agency shall be deemed to inclusive of Sales Tax, Turnover Tax, Work Contract Tax, or any other similar tax applicable under the existing laws or levy by the statutory authorities/state/central govt. except GST, which shall be reimbursed extra on production of proof of submission of the GST return as per Govt. of India prevailing norms.

The statutory deduction of income tax or other taxes/dues if applicable shall be made from the payment released to the Agency from time to time and the same are deemed to be included in the Agency's fees.

### **3.17. WITHHOLDING AND LIEN OF PAYMENTS**

Whether any claim or claims for payment of money arises out of or under the contract against the Agency, the WAPCOS shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or full the payments due to the Agency, or any claims of the Agency, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

**3.18.** Recovery/Penalties can be done / recovered from the Contract fee/EMD/BG of the other works that the Agency is doing or would be doing for WAPCOS at that time.

**3.19.** All the documents submitted as part of the bid shall be duly signed and stamped by the authorized person of the agency.

**3.20.** The agency shall be required to sign an Agreement with WAPCOS within 10-days of the receipt of LOI based on these terms & conditions.

**3.21.** All the payments due to the agency shall be made by RTGS/Online Transactions.

### **3.22. Jurisdiction**

The agreement shall be executed at Gurugram on non-judicial stamp paper purchased in Gurugram and the courts in Gurugram alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

**3.23.** The Agency shall fully indemnify the WAPCOS from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for in connection with the work or temporary works.

**3.24.** WAPCOS reserves the right to award the work of one or more sectors/area to One or more Agencies. Nothing extra shall be paid on this account. Further the payment of agency fees shall be regulated as mentioned under the caption "Note" in the Bill of Quantity

Signature of the Tenderer.

WAPCOS LTD. with Seal

Address:

**UNDERTAKING**  
**(To be given on the Letter head)**

I/We of M/s \_\_\_\_\_ bidder for work of \_\_\_\_\_ with M/s WAPCOS Ltd., Ropeways Division, 2nd Floor, Plot No.- 62, Institutional Area, Sector-18, Gurgaon – 122015 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

1. The contents of clause 2.9 and 2.10 of the Tender documents (Instructions to Tenderer) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the tender, I/we agree that the tender shall be summarily rejected and WAPCOS shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before or after opening of the Price bid/Award, I/we agree that the tender/Award shall be summarily rejected and WAPCOS shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money/any other amount payable under this contract absolutely.
3. The required earnest money for this work is enclosed herewith.
4. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of the tender.

Dated Signatures of the Agency Or  
 Authorized Person  
 Name of Firm  
 Seal of Firm

## **FORMATS**

**FORM 'A'****Application****(On the letter head of the firm)**

Ref.No:

Date:

To,  
 Chief Scientist -II,  
 WAPCOS LIMITED,  
 Ropeways Division  
 2nd Floor, Plot No.- 62,  
 Institutional Area, Sector-18,  
 Gurgaon – 122015

**Sub:** Architectural Services for Preparation of Feasibility Report for implementation of Ropeways in Indore.

**Ref:** NIT No. ....

Dear Sir,

In reference to your NIT cited above for the subject work, I/we enclosing here with the desired documents along with the requisite processing fees of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_ only) in the form of Demand Draft No. \_\_\_\_\_  
 \_\_\_\_\_ Dated \_\_\_\_\_ issued from \_\_\_\_\_  
 \_\_\_\_\_ bank and EMD of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_ only) in the form of \_\_\_\_\_  
 Dated \_\_\_\_\_ is herewith submitted.

Thanking you

Signature of Applicant/ Bidder

**FORM 'B'****STRUCTURE AND ORGANISATION**

1. Name of the Bidder	
2. Full Address and Contact Details of the Bidder	
3. Name of the Authorized Signatory for this Bid	
4. Address of the Authorized Signatory:	
A) Telephone, Fax No., E-mail, Mobile	
5. Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual / (b) A proprietary firm / (c) A firm in partnership / (d) A limited company or Corporation	
6. Particulars of registration with various Government Bodies (attach attested photocopy)	
Organization/Place of Registration 1. 2.	Registration No.
7. Names and titles of Directors & Officers with designation to be concerned with this work.	
8. Designation of individuals authorized to act for the organization	
9. Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
IT PAN of Bidder (Copy to be enclosed)	
GST Registration Number (Copy to be enclosed)	
NSIC Reg. Number	
NSIC Reg. validity period	

Signature of the Authorized Signatory  
Name:  
Designation:  
Date:  
Company Seal:

**FORM 'C'****FINANCIAL INFORMATION**

(To be submitted on Original Letter Head of Bidder OR Original Letter Head of CA )

1. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (certified copies to be attached)

S. No.	Details	2023-24	2022-23	2021-22	2020-21	2019-20
		a	b	c	d	e
(i)	Gross Annual turnover on of the Agency.					
(ii)	Profit / Loss					
(iii)	Net Worth					

2. Financial arrangement for carrying out the works.
3. The following certificates are to be closed.  
Tax deducted at sources, certificates from the client for the last three years.

**Signature of chartered Accountant  
With Seal**

**Seal and Signature of  
Applicant/ Bidder**

**Note:-** The Valid UDIN no. should be mentioned on the CA Certificate & UDIN certificate should carry all the figures as mentioned in this form

FORM 'D'

LITIGATION HISTORY  
(ON THE LETTER HEAD OF APPLICANT)

S. No.	Name of Work	Client	Type of case (Court case/Arbitration Case)	Date of registering of case	Name & Address of Court /Arbitrator	Amount involved	Present Status	Remarks (if any)
1	2	3	4	5	6	7	8	9

Signature of Applicant With seal

Note:

Applicant has to submit the details of last 5 years in respect of Court cases/ Arbitration cases.



**NON-BLACKLISTING/DEBARMENT UNDERTAKING****UNDERTAKING REGARDING BLACKLISTING / NON –  
DEBARMENT**

Name of work:

Ref.: Tender No..... dated.....

To,

Engineer In charge of Project,

WAPCOS Limited,

76 C, Industrial Area,

Gurgaon, Haryana

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

For -----

Authorised Signatory

Date:

**FORM 'F'****GST REGISTRATION DETAIL**

S.No.	CONTRACTOR/VENDOR DETAILS	
1.	Name	
2.	Address (As per registration with GST)	
	City	
	Postal Code	
	Region/State (Complete State Name)	
3.	GSTINID/Provision ID No. (Copy of Acknowledgement required)	
4.	Type of Business (As per registration with GST)	
5.	Service Accounting Code/HSMCode	
6.	Contact person	
7.	Phone number and Mobile number	
8.	Email id	
9.	Compliance rating (if updated by GSTN)	

**FORM 'G'**

**LETTER OF TRANSMITTAL  
(ON THE LETTER HEAD OF APPLICANT)**

From:

To,

Chief Scientist -II,  
Ropeways Division  
WAPCOS LIMITED,  
2nd Floor, Plot No.- 62,  
Institutional Area, Sector-18,  
Gurgaon – 122015

**Sub:** - Architectural Services for Preparation of Feasibility Report for implementation of Ropeways in Indore.

Sir,

Having examined the details given in Notice Inviting tender for the above work, we hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information supplied in the enclosed form 'A' to 'G' and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. We have submitted the requisite banker's certificate / performance reports and authorize the WAPCOS. Or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations given in tender shall be final and binding on us.
5. We have submitted the following certificates in support of our meeting the minimum qualifying criteria of completed work(s) specified in clause I of 1.1 of NIT for having successfully completed the following works:

<b>SNO.</b>	<b>NAME OF WORK</b>	<b>CERTIFICATE FROM</b> (Details of issuing authority along with contact & Fax number)
1.		
2.		
3.		

Enclosures:

(Signature of Applicant)  
(Seal of Applicant)

**FORM-I**  
**FORMAT FOR SOLVENCY CERTIFICATE**  
**[To be submitted on Bank's Original Letter Head]**

**To,**  
Chief Scientist -II,  
Ropeways Division  
WAPCOS LIMITED,  
2nd Floor, Plot No.- 62,  
Institutional Area, Sector-18,  
Gurgaon – 122015

**Name of the Project:**

This is to certify that to the best of our knowledge and information M/s \_\_\_\_\_ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.  
This certificate is issued at specific request of the customer for tender purpose.

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

**Signature of Authorized signatory of bank:**  
**Name of Authorized signatory of bank:**  
**E-mail id of Bank/Authorized signatory of bank:**  
**Power of attorney number of the bank official:**

**FORM-J**  
**UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL RULES-2017**  
**(To be submitted on original letter head)**

**Name of Work:** .....  
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:**

**ANNEXURE A**

**FORMAT FOR INTEGRITY PACT**

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

To,

WAPCOS Limited,  
76-C, Sector 18,  
Institutional Area  
Gurgaon, Haryana-122015

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

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**ANNEXURE B**

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of WAPCOS Limited**

**INTEGRITY AGREEMENT**  
**[To be submitted on Stamp paper of At least Rs.100]**

This Integrity Agreement is made at ..... on this ..... day of ..... 2023.

**BETWEEN**

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

**AND**

.....(Name and Address of the Individual/firm/Company)  
 through ..... (Details of duly authorized signatory) hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

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

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

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

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

**Article 1: Commitment of the Employer**

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

- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Employer under law or the Contract or



its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer's absolute right :

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

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

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

#### **Article 6 : Duration of the Pact**

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

#### **Article 7 : Other Provisions**

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

#### **Article 8 : LEGAL AND PRIOR RIGHTS**

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

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

..... (For and on behalf of Employer)

.....(For and on behalf of Bidder/Contractor)

#### **WITNESSES:**

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

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

**ANNEXURE-C**  
**FORM OF PERFORMANCE GUARANTEE**

WAPCOS Limited,  
 5th Floor, Kailash Building,  
 26, Kasturba Gandhi Marg  
 New Delhi- 110001.

**(Same address as mentioned above should be used at the time of issuance of PBG)**

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 \_\_\_\_\_ (name of work) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Guarantee 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 & mail ID 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. 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 on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i. our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ;
- ii. This bank guarantee shall be valid 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 months after validity of guarantee**).

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

**ANNEXURE -D  
FORMAT OF CV**

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

Undertaking:

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

Date:

Signature of staff member

Signature of authorized  
representative of the firm

**ANNEXURE -E**  
**FORMAT OF APPROACH AND METHODOLOGY**

CONSULTANT NAME:

1. Approach Paper on Methodology Proposed for Performing the Assignment

The approach and methodology will be detailed precisely under the following topics.

(1)	Understanding of Project	[Not more than 2 page]
(2)	Methodology for planning & design of ropeway stations	[Not more than 3 page]
(3)	Concept for exploring commercial revenue from stations	[Not more than 1 page]
(4)	Indore city bye-laws related building construction	[Not more than 1 page]

**Note:-**

Marks will be deducted for writing lengthy and out of context approach and Methodology for the assignment

**ANNEXURE -F**  
**Details of Similar Works Executed During Last 07 Years Meeting the Minimum Eligibility Criteria**

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate	Cost of Project (In Rs.)	Fee received by the architectural firm for the project (In Rs.)	Litigation / Arbitration cases pending / in progress with details	Reference and Page No. of Documentary Proof
1.									
2.									
3.									
4.									
5.									
6.									

\* The value of Project & Fee received shall be mentioned without GST.

Certified that the Completion Certificates of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

**Signature of Bidder with Seal**