



TENDER DOCUMENT FOR

**Comprehensive Architectural & Structural Design, Drawings,
Detailed Estimation for Construction of Central Board of
Secondary Education, (CBSE) Regional Office & COE Building in
Sector-33 A, Noida (UP).**

WAP/CMU-I/NOIDA-ARCH/2024-25/05

Date: 24/10/2024

**Executing Agency
WAPCOS LIMITED
1st Floor, Plot No. 148, Sector- 44, Gurugram,
Haryana-122015**

October, 2024

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NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)**NIT No. WAP/CMU-I/NOIDA-ARCH/2024-25/05****Date : 24.10.2024**

WAPCOS Limited (A Govt. of India Undertaking), for and behalf of Central Board of Secondary Education invites **“Online Electronic Tenders”** from Architect firms meeting prescribed qualifying criteria as mentioned in tender document in Two envelope system.

1.	Name of Work / Project	:	Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP).
2.	Site / Location	:	Sector-33 A, Noida (UP)
3.	Website for Registration/ Procurement / uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GeM Portal (https://gem.gov.in) www.wapcos.co.in
4.	Tentative Cost of works excluding GST	:	Rs. 32.07 Crores
5.	NIT cost of Architect work excluding GST	:	Rs. 16.04 Lakhs/- (0.5% of cost of works excluding GST)
6.	Amount of Earnest Money Deposit	:	Rs. 32,000/- (Refundable) in the form of D.D./Banker's cheque/FDR in favors of 'WAPCOS Limited' payable at Gurugram, Haryana
7.	Project Completion Period	:	Up to Completion/handing over of Regional Office & COE Building in Sector-33 A, Noida (UP) by the selected Contracting agency
8.	Validity of Bid/Tender	:	90 Days
9.	Last date & time for submission of online bid	:	08-11-2024 up to 15:00 hours
10.	Offline Submission of EMD and Technical document as detail in Tender for bidders.	:	08-11-2024 up to 18:00 hours in the office of Sr. General Manager, Construction Management Unit-I
11.	Online opening of Technical Bid	:	08-11-2024 up to 18:30 hours
12.	Online opening of Financial Bid	:	Shall be intimated to Technically qualified bidders
13.	WAPCOS Communication address during Tendering and execution of works	:	Sr. General Manager, Construction Management Unit, WAPCOS Limited, Plot no 148, First floor, Left Wing, Sector 44, Gurugram-122022, Haryana. Email: wss@wapcos.co.in Contact No. +91 -124-4488018

Exemption in Tender: EMD for Micro & Small Enterprises: The companies who are registered for Micro & Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (**amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work**) are exempted from the submission of Tender EMD on submission of requisite proof in the form of valid certification from MSME.

If the office of WAPCOS Limited, Gurugram, Haryana happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document.

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.

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.

IMPORTANT POINTS

- 1.1 Bidder in this tender shall mean Architect / Architect Firm.
- 1.2 Bidder should be an Indian organization.
- 1.3 WAPCOS LIMITED (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- 1.4 Principal Employer/ Owner/Client means Central Board of Secondary Education hereinafter referred as “CBSE”.
- 1.5 Contractor in this tender shall mean Agency/ Contractor who will execute the Construction Work at Sector-33 A, Noida (UP). The contractor will be appointed by WAPCOS for execution of work.
- 1.6 The bidder should be an Indian Registered Company under Companies Act 1956/ 2013/

Registered Proprietorship Firm/ registered Partnership Firm. **Joint Ventures are not allowed.**

- 1.7 All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- 1.8 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.
- 1.9 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.10 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.
- 1.11 It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS LIMITED
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 new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the GeM Portal. Tender is invited in Single Stage -Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidders are directed to make all formalities and registration on <https://gem.gov.in> website and submit the Technical Bid and Financial bid.

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

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

1.2 ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) For any technical related queries please call at 24 x 7 Help Desk Number
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436
(9:00 am - 10:00 pm Mon to Sat)
- 4) HelpDesk Outbound No's : 07556681401, 07556685120, 01169095625

2.0 INSTRUCTIONS TO BIDDERS

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.

- a) 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 and as per CPWD manual with latest revisions.
- b) 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 Bid Security Declaration 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.
- c) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.
- d) 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.
- e) 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 EMD FEE

Two percent of Project Cost (Refundable) in the form of D.D./Banker's cheque/FDR/insurance security bonds in favors of 'WAPCOS Limited' payable at Gurugram, Haryana. The companies who are registered with Micro & Small Enterprises and also have the NSIC Certificate under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender EMD on submission of requisite proof in the form of valid certification from MSME.

4.0 PERFORMANCE BANK GUARANTEE

- a) The Architect shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount 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 Special Conditions of Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge on written request of the architect stating the

reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any nationalized & scheduled commercial bank/Demand Draft of any nationalized & commercial scheduled bank/Pay Order of any nationalized & scheduled commercial bank (in case guarantee amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts, Insurance Security Bonds or Guarantee Bonds of any nationalized & Scheduled commercial 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 guarantee 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.

- b) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 1 year claim period beyond that.** In case the time for completion of work, the architect shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the architect, without any interest.
- c) The Engineer-in-Charge shall not make a claim under the performance guarantee 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:**
 - i.** Failure by the architect to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - ii.** Failure by the architect to pay WAPCOS any amount due, either as agreed by the architect 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.
- d) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of WAPCOS.**
- e) The Performance Guarantee shall be refunded to the architect soon after the completion of works and issuance of the completion certificate.**
- f) Confirmation of Bank Guarantee submitted to WAPCOS shall be got done from issuing Bank through SFMS, as per details given below:**
 - Indian Overseas Bank
 - NHB, Gurgaon

Branch Code: 1935

IFSC Code: IOBA0001935

Beneficiary: WAPCOS Limited

The format of the Bank Guarantee is enclosed as Appendix-I. This shall also be applicable in respect of extension of BGs already furnished to the WAPCOS Ltd.

5.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid as well as costs associated for facilitating the evaluation. 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 LANGUAGE OF BID

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

7.0 CURRENCY OF BID

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

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

For & on behalf of Tenderer

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 to 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, approvals and other circumstances which may influence or affect their bid. 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.

2.1 MANDATORY DOCUMENTS TO BE SUBMITTED

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

The Technical Bid shall be uploaded **with scanned copies of following documents. All the documents must be serial wise as stated below along with check list and clearly marked page no. on each page.**

S. No.	Particular of Document	Page Nos. (from-to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of Attorney	
b)	Scanned copy of EMD of amount as mentioned in NIT EMD is exempted for firms having valid <u>MSME for Micro and Small firms only</u> under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work).	
c)	Audited Balance Sheet for Last 5 (five) years ending on the financial year 2023-24 duly certified by Chartered Accountant	
	<ul style="list-style-type: none"> The duly audited statement and Attested by the Statutory Chartered Accountant (with UDIN no.) as per Form-A shall be submitted by bidder for the same. The Contractor should not have incurred any loss in more than 2 years in last five financial years and net worth must be positive ending 2023-24 	
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover during last 3 years should be at least Rs. 8.02 Lakhs. This should be duly audited by the Chartered Accountant doing Statutory Audit. 	
	<ul style="list-style-type: none"> Copies of Full Balance Sheet, Profit & loss Statement of Bidder should be verified by Chartered Accountant. 	

S. No.	Particular of Document	Page Nos. (from-to)
d)	The Architect firm should also 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.	
	<ul style="list-style-type: none"> • One similar completed work costing not less than 80% of the tentative cost of work <li style="text-align: center;">Or • Two similar completed works of each costing not less than 50% of the tentative cost of work <li style="text-align: center;">Or • Three similar completed works of each costing not less than 40% of the tentative cost of work <p>Note:</p> <p>“Similar work” refers to a work involving Architecture and Structural Design Services of Non-residential Building e.g. Office/Administrative/Institutional Buildings only with G+3 Structure minimum. The bidder shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s). The copy of completion certificates shall be got verified from the issuing authority/organisations prior to award of works. For verification of G+3 Structure Building, the drawings may also be submitted duly authenticated by respective Client.</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 @18% / 12% shall be deducted 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>In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works.</p> <p>For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates.</p>	
e)	Solvency/ Bankers Certificate (40% of estimated cost excluding GST) Or Net Worth Certificate (10% of estimated cost excluding GST)	

S. No.	Particular of Document	Page Nos. (from-to)
	<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>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)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-C)	
h)	Copy of P.F. registration and PAN Number of the firm.	
i)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST as per Govt. of India notification. Accordingly, bidder shall submit relevant documents if already registered.	
j)	<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> <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.</p>	
k)	Tenderer shall submit an undertaking that him/her or the firm applying for this particular bidding process has not been blacklisted by any Central/ State/ UT government department, PSU or any other agency. The same needs to be submitted as a self-declaration as per (Form-D) of not being ineligible for corrupt or fraudulent practices	
l)	Understanding the Project Site (Form-E)	

S. No.	Particular of Document	Page Nos. (from-to)
m)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-F)	
n)	Consent Letter to execute the Integrity Pact & Integrity pact (Form-G)	
o)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-H)	
p)	Undertaking-(Rule 144 (xi) in the General Financial Rules (GFRs), 2017 (Form I)	
q)	Preference to Make in India The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at with the local value addition is made. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the Percentage of local content. The Contractor shall submit a Certificate/Undertaking accordingly.	
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.	
s)	The Firm must submit the CV of the proposed architectural expert to be engaged in the project (mandatory experience of 10 years). Certificate of Registration of the proposed Architect must be registered with Council of Architect and valid documentary evidence must be provided.	

The bidders who qualify as per above mandatory documents submission shall be evaluated for stage-I & II as detailed below.

2.2 OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Document offline.

1. Originals EMD in separate sealed envelope.
2. All the documents in **ORIGINAL**, mentioned in "Section-II: Selection and Qualifying Criteria" in Para 3: Qualifying Criteria for online bid submission i.e. at Sr. No. (a) to (q) and stage-I Sr. No. (a) to (c) along with checklist & page numbering (MANDATORY) in separate sealed envelope clearly mentioned Name of Work/Project as mentioned in NIT along with Details of Bidders Address, Phone, E-mail on Envelope. **Each page of**

submitted offline bid shall be signed & stamped by Authority Signatory of bidder as acceptance of all tender conditions.

3. DO NOT SUBMIT FINACIAL QUOTE WITH OFFLINE SUBMISSIONS

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

Important Note: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids will be rejected.

3.0 FINANCIAL QUOTE

The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and include all Manpower, Supervision of Work, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, payments like PF, ESI, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes / cess as per Government directives shall be deducted from each bill paid to the Architect agency, from time to time. **The GST as applicable shall also be exclusive in the quoted rates.**

The Architect agency shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Architect agency only after uploading of GST amount by Architect agency on GST portal to avail input benefit of GST by WAPCOS Ltd.

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 Bidder on GST Portal “to avail Input benefit of GST”.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the bidder 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.

For & on behalf of Tenderer

SECTION– III

SCOPE OF WORK

SECTION– III**SCOPE OF WORK****INTRODUCTION:**

The Central Board of Secondary Education has awarded Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP) to WAPCOS Limited. The scope of Works shall cover followings:

1. SCOPE OF WORK

- Architect should follow WAPCOS instructions related to the works, meetings, visits, presentations etc. immediately as per the urgency.
- Meeting with WAPCOS, officials as well as officials of CBSE for various issues related to the works and finalization of the scope of work as per the requirement of CBSE.
- Frequent site visits during pre-construction, post construction and during handing over stage, to understand the scope of work and requirement of client for proposed infrastructure work by CBSE.
- Preparation and showing the progress presentation related to the works to CBSE as per the direction of CBSE or WAPCOS.
- Preparation of concept plan, floor plans, architectural design & drawing, 3D view, section & elevations of new building / infrastructure works which are proposed by CBSE and obtain the approval from CBSE.
- Preparation of preliminary estimates on the basis of Preliminary Conceptual drawings and on the basis plinth area rates of Central Public works Department and obtain the approval from CBSE.
- Conducting Topographical survey of Site and preparation of report through reputed survey agency.
- Conducting geotechnical investigation from NABL Accredited Laboratory.
- Preparation of Detailed Layout Plan Showing Horticulture works, road works, footpaths, street lighting, parking, rain water harvesting, drainage system, existing road, drainage system, sewerage treatment system, water supply system, electric sub-station etc. to make the building habitable in all respect
- Preparation of detailed concept plan, floor plans, architectural design & drawing, 3D view, section & elevations of proposed infrastructure works and its site development e.g. roads networks, boundary wall, parking, security services, rain water harvesting & landscaping, plumbing, firefighting & fire alarms, drainage & waste management, STP, PHE works, Waste Disposal, external development, Internal and external electrification, IT, HVAC, HIS and lab/process equipment, Logo, furniture planning, Industrial kitchen, laundry facility etc.
- Architect shall facilitate, design and prepare Architectural and Structural drawings including common area interiors, interior design, furniture design, structural design and drawings, layout drawings for water supply and drainage, electrical installations

including UPS, generators and Air-conditioning, firefighting installation and security systems as applicable, detailed estimates of cost and all such other particulars as may be necessary for preparation of the bill of quantities.

- The layout and design for the buildings shall be done in such a manner so that harmony with the environment is maintained. The Architect shall interact with WAPCOS / CBSE, at different stages, to take into account their requirements.
- Architect should take WAPCOS / CBSE instructions for Preparation of Alternatives / Options and carrying out necessary revision till the Design & Drawings related to the buildings are finally approved by WAPCOS/ CBSE and Concerned Authorities in accordance with the rules/codes/standards, regulations etc. of State Government and Government of India.
- The scope also includes pre & post construction approval and statutory clearances from local body/authorities and statutory bodies as required under the rules/byelaws. The architect shall liaison for getting all required approvals from local bodies for pre and post stages of construction and during the project execution.
- The all-statutory fees paid to local Authority will be borne by the CBSE.
- Preparation of detailed specification of Civil, Electrical, PHE works, External development & other works involved in particular works considering Green Building measures. The Estimates, BOQ, Tender and Specifications shall be prepared in such way to ensure the GRIHA/ LEED rating as desired by CBSE which shall be informed during DPR stage.
- Calculation of detail Electric load and design of Electric Sub-station if required
- Calculation of water Demand as per the requirement for works to finalize the capacity of underground tank, overhead tank and flushing tank considering the demand of firefighting as per NBC norms.
- Preparation of detailed structural design & analysis with STAAD Pro/ETAB/MIDAS software and preparation of Structural drawings & its vetting from IIT/NIT. The fee of vetting of drawings will be reimbursed to the Architect if same is reimbursed to WAPCOS by CBSE. The cost of site clearance for survey works, cost of site survey and soil testing charges will be reimbursed to the Architect if same is reimbursed to WAPCOS by CBSE.
- No variation in the design and drawings can be made by Architect without the approval of WAPCOS/ CBSE. Architect should certify that the Design of buildings has been prepared and are as per entitled norms and specifications of CPWD and NBC
- Preparation of detailed Bill of Quantities & estimate containing quantities of various items on the basis of schedule of rates maintained by CPWD. Architect shall consider Architectural and Structural design features including common area interiors, PHE works, electrical components including sub-station works, Air-conditioning, firefighting installation, security systems, solar PV, external development works, horticulture works etc.
- Rate analysis of non- Scheduled items on Market Rates, supporting with proper quotations as per norms and prepare the justification statement for the reasonability of rates.

- Preparation of Detailed Project Report to be submitted to CBSE including all related parameters.
- Architect shall provide input to WAPCOS for preparation of detailed tender documents for various works viz., general building works, common area interior works, air-conditioning, firefighting installation, solar PV etc., specialist services such as water supply & sanitary installation, electrical installation, etc., complete with articles of agreement, General/ Special conditions of contract, technical specification, bill of quantities, payment terms etc.
- Preparation and submission of demarcation drawing and Column Layout plan for the works and its checking on the ground before start of execution by contractor.
- Architect shall ensure review and vetting of drawings well in advance which will be required at the time of particular stage of construction. Architect shall provide Structural / architectural GFC Drawings (Good for Construction) for all the works required for execution of work.
- Architect shall also provide revised Structural / Architectural GFC Drawings (Good for Construction) due to any changes /modifications suggested by client or due to technical requirement of works as per site conditions.
- Architect shall made advance planning and pursue to Contractor to submit all above drawings in time as per the schedule given in the Contract agreement between WAPCOS and Contractor. Architect shall also review and vet the same immediately after proper checking and modifications, so that progress of work shall not be hampered due to delay in vetting of drawings. The cost implication and claim of the contractor due to delay in vetting of drawings shall be the responsibility of architect.
- Architect shall provide the CPM / PERT chart as well as the Quality Assurance Plan.
- No deviations or substitutions should be authorized by the Architect, if any, before obtaining prior approval of WAPCOS.
- Ensure that high quality construction is achieved and all works are executed in full compliance with the engineering design, technical specifications and other stipulations of the contract documents and within the specified time.
- During the construction stage, the architect shall also be associated for the correctness of architectural features and the quality of finishes to achieve the design envisioned by him and also to ensure incorporation of the suggestions agreed with WAPCOS / CBSE.
- Submission of Completion Report with relevant calculations of the design/engineering for the records of WAPCOS. The Architect shall incorporate future provisions in design for Expansion/ addition in building as per requirement.
- Assist WAPCOS during inspection of work by the officials of the various Govt. departments, record their observations and help rectification as per the observations of officials, if any.
- Assist WAPCOS in all arbitration proceedings between the Work Contractor/s and WAPCOS. The Architect also provides necessary information to WAPCOS in such proceedings and prepares report/replies to the claims of the Contractor who is executing the work.

- Assist WAPCOS and prepare the reports and documents for all Contractual obligations in Contract Agreement between WAPCOS and Contractor as well as MoU signed between WAPCOS and CBSE.
- The client will organise meeting to review the progress of work, changes, and modifications, approval of estimates and approval of sample of materials. The Architect shall attend these meetings at site or CBSE Office for smooth completion of work.
- During planning & execution of the work, the Architect shall visit the site Monthly and as and when required, for inspection and quality surveillance, and assessing progress of work, and clarifying any other details and drawings as required, upto completion of project in all respect.
- The Architect shall submit Monthly Progress Reports (MPRs)
- The Architect shall also be responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to WAPCOS / CBSE.
- Review and vetting of as-built" drawings submitted by the contractor on completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning.
- It is understood that CBSE may ask for design of building in prefabricated Steel Structure. Architect is advised to quote the financial bid accordingly to deliver comprehensive architectural services as explained above for prefabricated steel works also. He shall deliver all GFC drawings for works defined under scope of work. The architect shall vet the shop drawings submitted by contractor and must ensure quantities are in accordance to the design and quantities approved by CBSE. All typical connection details (moment connections and shear connections etc.), Splices details, Base plates etc shall be submitted by architect showing thickness of steel plate, number of stiffeners mentioning thickness as well etc. complete in each manner, which shall be further used by contractor for preparation of shop drawings. The design must be most economical and drawings must be vetted from any of IIT/NIT and drawings in such case must follow all standard guidelines/CPWD/manuals/IS Codes issued by Government of India time to time with latest corrections.
- Architect shall liaison for obtaining post construction approval, statutory clearances, Certification required necessary for the completion of work and/or satisfactory functioning of the system in services and utilities from the local body/authority, as required under the rules/byelaws and GRIHA/LEED Rating Certificate as desired by CBSE. All statutory fees paid to local Authorities will be reimbursed to the Architect or will be paid by WAPCOS/CBSE directly. In case of non-compliance of obtaining required NOCs/Approvals/Clearances/Certificates, the WAPCOS Engineer in-charge shall hold/deduct the payment of Architect on his sole discretion.
- All services as stated above and any other services connected with the works usually and normally rendered by the Architect but not referred to herein above shall also form part of the services.
- The Architect shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to WAPCOS / CBSE.

- It is under complete discretion of WAPCOS whether to give go-ahead to the Architect agency for new/ upgradation works allotted by CBSE, subject to the satisfactory performance of Architect firm. If work performance of Architect firm found unsatisfactory by WAPCOS then all works mentioned in the tender will not be allotted to Architect.
- In case of any dispute, the decision of the CMD, WAPCOS shall be final and binding on all.

2.0 Payment Term of Architectural Design, Drawings, Engineering Works

Payment terms:

S.N.	DELIVERABLES	% of LS charges quoted by the architect on "Actual Cost of Work"	Time Deliverables
1.	On Approval of detailed estimates and drawings based on DSR	10%	30 days
2.	On submission of Bill of Quantity, Technical Specifications as required input for the preparation of tender	10%	10 days
3.	On Approval of Structural design and drawings vetted from IIT/ NIT and Government Agency	10%	As per Actual
4.	On Submission of Progress Reports and issuance of GFC drawings as per scope of work: <ul style="list-style-type: none"> • On Completion of 30% of Construction work 20% • On Completion of 60% of Construction work 20% • On Completion of 80% of Construction work 20% 	60%	
5.	On Completion of Construction work and successfully handing over of the project to CBSE and submission of all required NOC's approvals/clearances, local body approvals, as-built Drawings and other relevant documents	10%	

Note:-

- The Scope of Work may be increased or decreased, as per the direction of CBSE. Accordingly, the Lumpsum charges quoted by architect for design services shall be converted into % which shall remain firm for this tender to work-out the payment on actual work basis,
- The estimated cost / drawings prepared by architect firm, will be submitted to CBSE for approval and sanction of the works. If CBSE do not sanction / approve the work, then no payment against that component of work **will be paid to the architect.**
- "**Actual Cost Work**" means cost of construction excluding GST which will be final upon completion of works.
- 90% Payment (as per payment terms) to architect will be made on percentage quoted by architect on sanctioned cost of work by CBSE after deduction of

applicable GST, Contingencies and WAPCOS PMC from Sanctioned Cost.

- e. The “**Actual Cost Work**” may be increased or decreased after award of work to the construction agency/ contractor in comparison of “Tentative NIT Cost of Work” as per the execution of actual quantum of work by the contractor. The final 100% payment will be made to architect, @ quoted % by architect, on “Actually cost of construction works”. The +/- adjustment of the same will be made in final bill of Architect.
- f. The cost towards Site Clearance, Site Survey, Soil Testing Charges, Laboratory Charges for testing material may be reimbursed to Architect if same is reimbursed to WAPCOS by CBSE.
- g. The cost towards vetting of design/drawings from IIT/NIT/ reputed institute and or their services for consulting any matter concerning project and consultancy charges for GRIHA /LEED Rating may also be reimbursed to Architect if same is reimbursed to WAPCOS by CBSE.
- h. Architect shall not claim payment against pending services or incomplete stages of work.
- i. WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant as per the agreed cost.
- j. In case only a part of the project is continued beyond any stage, no further payment shall be made to the Architect for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.
- k. The cost of references to be made by the Architect to his in house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.
- l. The Bidder (Architect firm) acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder), WAPCOS is only working as intermediary between CBSE being Principal Employer. Thus, the bidder unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to bidder) shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from CBSE being Principal Employer. The Bidder 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) is not received from CBSE, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder. 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).
- m. The firm shall indemnify WAPCOS against any damage/loss/delay suffered by WAPCOS due to such defective drawings/designs/specifications/estimates or any other documents supplied by the firm.
- n. All drawings, design will be the property of WAPCOS and shall not be disclosed with anyone without prior permission of WAPCOS

SECTION– IV

CONDITIONS OF CONTRACT

SECTION-IV**CONDITIONS OF CONTRACT****1.0 COMPENSATION FOR DELAY**

- 1.1 Architect hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of award of the work to construction agency/ contractor due to reasons beyond control of Architect, the Architect will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Architect are found to be fair & reasonable, suitable extension of time may be granted by WAPCOS.
- 1.2 For any delay attributable to Architectural Firm compensation will be made to the WAPCOS by the Architectural Firm @ 0.5% of the total value of work per week of delay, subject to a maximum of 10% of total value of work.

2.0 RETENTION MONEY

- 2.1 The retention money shall be deducted from each running bill of the agency @ 5% (five per cent only) of the basic value (excl. taxes) of the Running Account bill. No Interest shall be paid on amount so deducted.
- 2.2 The retention money of the agency shall be released / adjusted after determination of the cost of the actually executed work of the project and successfully handover of the project to the CBSE.
- 2.3 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.

3.0 ARCHITECT'S RESPONSIBILITIES/OBLIGATIONS

- 3.1 The Architect shall, in providing the services exercise exceptional skill and care in conformity with the normal standards of the Architect's profession as per the scope of work.
- 3.2 The Architect must ensure proper Topo survey and Geo-tech investigation of site before submission of detailed estimates and drawings. Firm must ensure the visit of structural/geotechnical expert to be sure about the foundation type and design so that no deviation or extra items comes into later execution stage.
- 3.3 Architect must prepare the detailed estimates with proper attention and seriousness. He must ensure that no deviation comes into later execution stage for Civil/Electrical/Mechanical or other works submitted in the estimates unless CBSE the directives of CBSE.
- 3.4 In case deviations exceeding more than deviation limits as per CPWD GCC 12.2 C and in consideration to above clauses 3.1, 3.2 and 3.3, the deductions shall be applied to the payments of Architect on average sum of deviated % of all deviated quantities.
- 3.5 In case of extra items to be incurred in the project at execution stage due to negligence

of Architect then the % cost consideration w.r.t. project cost shall also be deducted from Architect payment.

- 3.6 The Architect shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The Architect shall at those points and/or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.
- 3.7 The Architect shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS except in case of emergency when the Architect shall inform WAPCOS without delay.
- 3.8 The Architect shall inform WAPCOS upon its becoming apparent that there is any incompatibility between any of WAPCOS's requirements the budget and the timetable or any need to vary any part of them.
- 3.9 The Architect shall inform WAPCOS on its becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval needs to be varied.
- 3.10 The Architect shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of WAPCOS.
- 3.11 The Architect shall not sub-contract any of the services without the consent in writing of WAPCOS.
- 3.12 If any deviation or deficiency in the work done by the contractor is noticed during this inspection and visits he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Architect shall comply and report the action being taken by him in this regard. Architect shall ensure that no payment of such work is made to the contractor till entire rectification to the fullest extent.

4.0 WAPCOS RESPONSIBILITIES/ OBLIGATIONS

- 4.1 Advising condition to the Architect of the relative priorities of WAPCOS's requirement, the budget, and the time table and inform the Architect of any variations to any of them.
- 4.2 WAPCOS shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable the Architect to comply with the time table.

5.0 DISQUALIFICATION FOR FURTHER ASSIGNMENTS TO THE ARCHITECT AND WITHDRAWAL OF WORK / ASSIGNMENT

If the Architect fails to act in conformity with the practices and ethics of the profession and/or his work / services are not found satisfactory, he will not be eligible to assignment of any further works of WAPCOS thereafter, and services for such work of remaining stage shall be liable to be withdrawn from him with 15 (fifteen) days notice.

6.0 GENERAL CONDITIONS OF THE AGREEMENT

- 6.1 All the stages of work shall be completed by the Architect and the necessary approval shall

be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.

- 6.2 In the event of the failure on the part of the Architect to complete their work in time or the Architect committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by WAPCOS. If the contract is terminated by WAPCOS then the Architect shall be bound to give N.O.C, if required.
- 6.3 The Architect shall assume full responsibility for the professional requirements and correctness of the designs and specification for all the items of work described in the scope of work. WAPCOS will have full access to the details of the calculations and the structural designs for purpose of scrutiny.
- 6.4 The Architect shall make necessary revisions as may be required by WAPCOS/ CBSE in the drawings and other documents submitted by them free of cost.
- 6.5 No changes shall be made in the approved drawings and specifications at site by the Architect without the prior consent of WAPCOS.
- 6.6 WAPCOS shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation or damage for such postponement or non-execution of the work except the fees which are payable to the Architect up to stage of services then completed.
- 6.7 The executive control of the work, as far as this agreement is concerned, shall be with WAPCOS or any other officer so designated by WAPCOS
- 6.8 Copyright of all documents and drawings prepared by the Architect and for in any work executed from those documents and drawings of the Project shall remain the property of WAPCOS.
- 6.9 The company of Architect is a partnership firm or Private / Public Limited, Proprietary Company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of WAPCOS during the currency of the contract with WAPCOS.

7.0 TERMINATION

Architect will be subjected to termination in the following events:

- 7.1 In the event of WAPCOS not satisfied with the work done by the Architect, WAPCOS shall give 15 (fifteen) days notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Architect shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- 7.2 In the event of the Architect through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- 7.3 In the event of the Architect's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other agency to complete

the work irrespective of settling of dues of the Architect by the Project Co-ordination Committee.

- 7.4 The termination of the appointment of the Architect shall be without prejudice to the accrued rights and remedies of WAPCOS.
- 7.5 Architects who are not registered with the Council of Architecture or who fail to renew his / her / their registration for the current calendar year shall be terminated on the happening of such event.
- 7.6 In the event of failure to comply with or abide by the general conditions of this agreement.

8.0 RECOVERY OF COMPENSATION AND PENALTY IMPOSED

- 8.1 Architect will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:
- In the event of failure to comply with the instructions of WAPCOS.
 - If the faults in planning, designing and execution are noticed by WAPCOS at any time.
 - If there is over payment to the contractor due to wrong certification of the bills.
 - If the perfunctory approach towards the work is noticed by WAPCOS at any stage.
- 8.2 The amount of the liquidated damages and/or penalty to be imposed will be decided by WAPCOS depending upon the situation.
- 8.3 The amount of compensation may be equivalent to the loss suffered by WAPCOS. The penalty imposed may be to the extent of fees payable.

9.0 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.
- Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Bidder (Architect Firm) and Central Board of Secondary Education (CBSE) 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 CBSE and WAPCOS, CBSE 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 CBSE. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be 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.
- 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."

10.0 NO RESPONSIBILITY TO WAPCOS

- 10.1 WAPCOS shall not be responsible or accountable to the Architect for the employees, agents, technicians and laborer employed by the Architect who shall work on the project and its premises and the Architect shall be exclusively responsible for all such personnel engaged, on the works for such matters as payment of salary, wages, bonus, compensation and compensation in the event of death and accident.
- 10.2 There shall be no contractual nexus or private between the Architect and the technicians, employees, engineers, architects and such personnel shall not be the employees of WAPCOS and WAPCOS shall not be liable in any way (employer–employees relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of the Architect.

11.0 FORCE MAJEURE CLAUSES

WAPCOS shall not be held responsible for the delays/stoppage of work due to force majeure conditions like natural calamities, war, etc. and for losses suffered if any, by the Architect on this account. WAPCOS shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by WAPCOS to the Architect. Suitable force majeure clause shall be incorporated in all the agreements entered in to by WAPCOS with the Bidders/agencies.

12.0 INSURANCE

1. Requirements

Before commencing execution of works, unless stated otherwise in the special conditions of contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's all risk and Third Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the special conditions of contract.

2. Policy in Joint Names of Contractor and Employer

The policy referred to under sub-clause 46(1) above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

3. Currency of Policy

The policies shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period. The contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premia and the premia paid by him to ensure that the policies indeed continue to be in force. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the sub clause 46(1) or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's performance security.

13.0 PREFERENCE TO MAKE IN INDIA

- The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017 Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.
- **Verification of Local Content**
 - i) The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.
 - ii) In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required

to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

14.0 RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv) The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

15.0 BLACKLISTING POLICY

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 as per FORM-C. 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.

SECTION– V

FINANCIAL PROPOSAL

- Letter of Transmittal for Bid
- Financial Quote

Letter of Transmittal for Bid

Date:

To,
 Sr. General Manager,
 Construction Management Unit (CMU-I)
 WAPCOS Limited, Gurugram

Sub: Financial Bid for the “Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP)”

Dear Sir,

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

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

Yours faithfully,

Date:

(Signature, name and designation
 of the Authorized signatory)

Place:

Name and seal of Bidder

Financial Quote

SN	Particular	Lump-sum Charges (Excl. GST)
1	Lumpsum charges for “ Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP) ” As per scope of work, terms and conditions of the bid document.	(-----)
2	Cost for Topography Survey at Site (per Sq m area)	(-----)
3	Cost for Geotechnical Investigation at Site to assess the bearing capacity of soil for economical and safe design (per borehole)	(-----)
	Grand Total (SN 01 + SN 02 + SN 03) (Excl GST)	(-----)
	GST @18% of Grand Total	(-----)
	Final Sum with incl. GST	(-----)

Note:

- 1) The Bidder shall quote lumpsum charges for design services.
- 2) The Bidder shall quote lumpsum charges for one sqm area/ borehole work of Topo Survey and Geotech investigation.
- 3) The total shall be done for design services, topo survey and Geotech investigation works. This total shall be used for determining the L-1 bidder for award of works subject to technical qualifications.
- 4) The cost of survey and geotechnical investigation includes site mobilization, manpower, necessary equipment required, tools and plants, as well as preparation of reports, drawings and other required data/outputs as specified by WAPCOS.
- 5) The cost towards survey and geotechnical investigation is separately payable by the CBSE.
- 6) The payment of Topographical Survey and Geotech Charges shall be paid only upon submission of reports which shall be in satisfaction of WAPCOS. The payment shall be made in full without any deductions. Separate invoice shall be submitted for Survey & Geotech Works.

- 7) The area for the topographical survey and the number of boreholes may be adjusted based on site conditions or client instructions. The cost for these adjustments will be paid on a pro-rata basis of the quoted rate.
- 8) The payment terms outlined in Section III (Deliverables) shall be calculated solely based on the lumpsum quote provided at SN 01 by the architect.
- 9) The lump sum charges quoted by the architect in SN 01 may be adjusted on a pro-rata basis according to the actual work completed.
- 10) The applicable Goods and Services Tax (GST) shall be paid on submission documentary evidence
- 11) The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and include all Materials, Manpower, Supervision of Work, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, payments like PF, ESI, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes / cess as per Government directives shall be deducted from each bill paid to the Architect agency, from time to time.
- 12) The Architect agency shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Architect agency only after uploading of GST amount by Architect agency on GST portal to avail input benefit of GST by WAPCOS Ltd.
- 13) No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- 14) Architect shall not claim payment against pending services or incomplete stages of work.
- 15) The cost of references to be made by the Architect to his in house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.
- 16) If at any stage, the Project has been delayed by the acts of Client/funding authorities, nothing extra shall be payable to the Architect. However suitable extension of time for completion of work shall be granted accordingly.

FORM-A
FINANCIAL INFORMATION

[To be submitted on Original Letter Head of Statutory Auditor]

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

Years	Gross Annual turnover	Profit/Loss (After Tax)	Net worth as on last date of the financial year
2021-2022			
2022-2023			
2023-2024			

Signature of Statutory Auditor
(with Seal)
UDIN No. :

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

[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)

FORM-C
STRUCTURE & ORGANISATION

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

Signature of Bidder(s)

FORM-D

Undertaking regarding Blacklisting/ Non- Debarment

[On the letter head of the Organization]

Name of work:

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

To,

Engineer In charge of Project,

WAPCOS Limited

76C, 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.....

Authorized Signatory

Date:

FORM-E

FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

To
Sr. General Manager,
Construction Management Unit
WAPCOS Limited

Subject: Undertaking of the Site Visit for Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP).

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/We are well aware about the following

- Location of the site and accessibility to the site.
- Site clearance and location of matured trees.
- Topography and contouring of the land where the project is to be executed.
- Hindrances, if any, which may arise during the work

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted Rates.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-F

FORMAT FOR NO DEVIATION CERTIFICATE

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

To,

The Sr. General Manager
Construction Management Unit
WAPCOS Limited, Gurugram

Subject: No Deviation Certificate for Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP).

Dear Sir,

With reference to above this is to confirm that as per Tender conditions, we confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

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

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

Sub: Integrity Pact for Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP).

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

Enclosure-I

INTEGRITY AGREEMENT**[To be submitted on Stamp paper of at least Rs.100 after award of work]**

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

BETWEEN

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

AND

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder" 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 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)

- (1) It is required that each Bidder (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) 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) 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) 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) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(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) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(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) 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) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(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) 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) and the Bidder accepts and undertakes to respect and uphold the Employer's absolute right :

- (1) If the Bidder(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 bidder shall have powers to disqualify the Bidder(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder 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.
- (3) Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder 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 as deemed fit by the Employer.
- (3) If the Bidder 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

- (1) The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- (2) The Employer will enter into Pacts on identical terms as this one with all Bidders.
- (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 bidder / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the 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 bidder 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/Contract 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)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

FORM-H

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To,
The Sr. General Manager,
Construction Management Unit-I
WAPCOS Limited

Subject: Litigation History, Liquidated Damages, Disqualification for Comprehensive Architectural & Structural Design, Drawings, Detailed Estimation for Construction of Central Board of Secondary Education, (CBSE) Regional Office & COE Building in Sector-33 A, Noida (UP).

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-I

UNDERTAKING

(Rule 144 (xi) in the General Financial Rules (GFRs), 2017)

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

Date:
designation

(Signature, name and
of the Authorized signatory)

Place

Name and seal of Bidder

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

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

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

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

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

(2) If the Bidder having been notified of the acceptance of his bid by during the period of Bid Validity:

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

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

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

DATE:
(Signature of Witness)

SIGNATURE:
SEAL

APPENDIX-II**FORM OF PERFORMANCE GUARANTEE**

WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurgaon, 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 Bidder, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Bidder 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 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 Bidder 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 Bidder 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 Bidder 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 Bidder. 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 Bidder 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 Bidder 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 Bidder and notwithstanding any security or other guarantee that the Employer may have in relation to the Bidder'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 up to 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.