

# **Tender Document**

**For**

**PROVIDING COMPREHENSIVE ARCHITECTURAL &  
ENGINEERING CONSULTANCY SERVICES FOR  
CONSTRUCTION OF SEMI-PERMANENT/PERMANENT  
STRUCTURES AT VARIOUS FLOORS OF NCHT  
(HANDLOOM HAAT), JANPATH, NEW DELHI  
(3<sup>rd</sup> Call)**



**WAPCOS Limited  
76-C, Institutional Area, Sector-18,  
Gurugram, Haryana-122015, India**

**MAY 2026**

## TABLE OF CONTENT

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

---

## **NOTICE INVITING TENDER (NIT)**

---

## BID DATA SHEET

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

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

1.	Name of Work / Project	Providing Comprehensive Architectural and Engineering Consultancy Services for Construction of Semi-Permanent/ Permanent Structures at Various Floors of National Centre for Heritage Textiles (NCHT) (Handloom Haat), Janpath, New Delhi (3 <sup>rd</sup> Call)
2.	Site / Location	Handloom Haat, Janpath, New Delhi-110001
3.	Website for viewing tender	www.wapcos.co.in and GEM Portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> )
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	GEM Portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> )
5.	Estimated Project Construction Cost	<b>Rs. 20 Crores only (Rupees Twenty Crores Only) excluding GST.</b>
6.	Estimated Cost put to tender	<b>Rs 23.60 Lakhs (Incl GST)</b>
7.	<b>The Quoted Consultancy fee should not be more than (Max. Ceiling)</b>	1.00% (One Percent Only) of the Construction Cost of the Project (Exclusive of GST)
8.	Earnest Money Deposit (EMD)	<b>Rs. 47,200/- (Rupees Forty Seven Thousand and Two Hundred only) as Earnest Money Deposit (EMD) to be Deposited through D.D./Banker’s Cheque/FDR in favor of ‘WAPCOS Limited’ payable at Gurugram and also through RTGS/ NEFT in the bank account as per the details:</b>  Name of Bank: Indian Overseas Bank  Bank Account Number: 193502000000405  IFS Code: IOBA0001935  Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana

		<p><i>The bidders registered as <b>Micro &amp; Small Enterprises (MSEs) with National Small Industries Corporation (NSIC) or Udyog Aadhar</b> or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of EMD and Tender processing fee of WAPCOS.</i></p> <p><b>Note: Earnest Money Deposit (EMD) shall remain valid for a period of 30 days beyond final bid validity period.</b></p>
9.	<p><b>Solvency Certificate</b></p>	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker &amp; Current Solvency from Banker for a sum of at least 40% of the estimated cost put to tender Certificate.</p> <p>IMPORTANT NOTE :</p> <p>1.The Solvency Certificate shall be issued by the Nationalized/ Scheduled Commercial bank &amp; must have been issued after the date of publication of NIT &amp; be addressed to the tendering authority quoting the name of the work.</p> <p>2. MSME bidders may submit Banker's Certificate from a commercial Bank for or a sum of at least 40% of the estimated cost put to tender or Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% of the estimated cost put to tender (Scanned copy of original to be uploaded).</p> <p><b><i>Solvency Certificate(s), Banker's Certificate(s), or Net Worth Certificate(s) submitted during the 2nd call of the tender may also be uploaded in the 3rd call of the tender. The</i></b></p>

		<i>same shall be considered valid for submission in the present bid (3<sup>rd</sup> call) as well.</i>
10.	Performance Bank Guarantee	<b>5% of Total Contract Value</b>
11.	Project Completion Period	12 Months including execution plus 1 year defect liability project from the date of award of work. The engagement of the architect shall coincide with the Handing over of the project to the owner or such extended time as may be allowed.
12.	Validity of Bid/Tender	<b>90 Days from Bid Opening date</b>
13.	JV/Consortium	Joint Ventures / Consortium / Association of bidders are allowed
14.	<b>Pre Bid Meeting</b>	NA. However, Bidder can send their queries to ccm@wapcos.co.in before 3 days of tender submission date as mentioned in NIT.
15.	Last date & time of Procurement / download of tender Document	As per GEM Portal
16.	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	As per GEM Portal
17.	Last date & time for online submission of Technical & Financial Bid	As per GEM Portal
18.	Online opening of Technical Bid	As per GEM Portal
19.	Online opening of Financial Bid	To be Intimated to Technical Qualified Bidders Only
20.	WAPCOS Communication address during Tendering and execution of works	<b>Deputy Chief Engineer (C&amp;C)</b> <b>WAPCOS Ltd.</b> Commercial & Construction Management Division Room No. C-34 76-C, Institutional Area, Sector-18, Gurugram- 122015 Email: ccm@wapcos.co.in

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

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

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

### **IMPORTANT POINTS**

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

## SECTION-I

### INSTRUCTION TO BIDDER

#### 1.1 INTRODUCTION

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

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

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

S. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>
7	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf</a>
8	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>

S. No.	Module	Link for Training Module
9	Bill of Quantities [BoQ] – Seller	<a href="https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf</a>

## TENDER DOCUMENTS

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

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

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

## CLARIFICATION OF BID DOCUMENTS

Prospective Bidder requiring any clarification of the bidding documents may submit their queries to [ccm@wapcos.co.in](mailto:ccm@wapcos.co.in) before 3 days of tender submission date as mentioned in NIT.

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

## AMENDMENT OF BID DOCUMENTS

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

## PREPARATION OF BIDS

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

## 1.2 SUBMISSION OF BIDS

## Online submission of Bid

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

## Technical Bid

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

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

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

## Financial Bid

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

## Deadline for Submission of Bids

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

## Modification and Withdrawal of Bids

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

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

## Assistance To Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

## Bid Submission

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

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

### 1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

The Bidder shall submit following document offline also.

- ✓ Original of EMD in the form as mentioned in NIT **(in case of D.D./Banker's Cheque/FDR)**

### 1.4 MINIMUM REQUIREMENTS AT BIDDER'S END

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

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

## 2 INSTRUCTIONS TO BIDDER

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

- a) The tenderer shall quote their offer as a percentage on the estimated project cost put to tender. The percentage shall be quoted up to two decimal places, in figures as well as in words. In case of any discrepancy between the two, the percentage quoted in words shall prevail. The payment shall be made by applying the accepted percentage to the actual value of work/services executed, based on measurements and certification by the Engineer-in-Charge.
- b) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- c) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.

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

- vi. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, Conditions for Contract Annexures, Forms, Drawings (if any) , Addendum / Clarification / Corrigendum etc. and all other Conditions

mentioned in the tender documents.

- viii. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- ix. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- x. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

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

The Earnest Money Deposit (EMD) to be deposited through D.D./Banker's Cheque/FDR/RTGS/NEFT in favor of 'WAPCOS Limited' payable at Gurugram and also through RTGS/ NEFT in the bank account as per the details:

**Name of Bank:** Indian Overseas Bank

**Bank Account Number:** 193502000000405

**IFS Code:** IOBA0001935

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

The Bidder registered with Micro & Small Enterprises (MSEs) and National Small Industries Corporation (NSIC) and having single point registration are exempted from payment of EMD. Such MSE's should need to produce documentary evidence showing that the firm is registered with NSIC for the work tendered for. Exemptions from submitting Earnest Money Deposit shall also available to all startups (recognized by DIPP).

**The Unique Transaction Reference (UTR) of RTGS/ NEFT shall have to be uploaded by the Bidder at the time of submission of Bid. In cas**

The EMD shall be payable to WAPCOS without any condition(s), recourse or reservations

- i. The Bid will be rejected in case EMD is not submitted (In case EMD is not exempted).
- ii. The EMD of unsuccessful Bidders will be returned not later than 45 (forty five) days after the expiry of Bid validity without any interest.
- iii. The EMD of the successful Bidder will be discharged after the Bidder has furnished the required acceptable Performance Security.
- iv. The EMD shall be forfeited:
  - a) If a Bidder withdraws the Bid after Bid opening during the period of validity;
  - b) In the case of a successful Bidder;
    - i. fails to Sign the Agreement within the 15 days from the date of issue of LOA.
    - ii. fails to furnish the required Performance Security.
    - iii. fails to commence the work within the stipulated time period prescribed in the contract.
  - c) If a Bidder Hides/ mis-represents facts.
  - d) If a Bidder Refuses to accept Letter of Award.
  - e) If a Bidder Tamper/ modifies Price Bid Template in any manner.
  - f) If a Bidder Gets involved in any corrupt, collusive, coercive or fraudulent practices.

The unique transaction reference of RTGS/ NEFT shall have to be uploaded by the Tenderer at the time of online bid submission. WAPCOS will get the earnest money verified from financial department based on the UTR number against each RTGS/ NEFT payment before the tenders are opened.

The bids without EMD (if not exempted) shall be summarily rejected and shall not be evaluated further.

#### **4 COST OF BIDDING**

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

#### **5 LANGUAGE OF BID**

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

#### **6 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees only.

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

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

## SECTION- II

### SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS OF CONTRACT

#### 1.0 SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

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

#### 2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 3 days of tender submission date as mentioned in NIT.

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

The intending bidders must read the terms & conditions of the tender documents carefully. The technical bid shall be submitted only if the bidder meets the eligibility criteria and is in possession of all the required documents.

The Technical Bid shall be uploaded **with properly readable colored scanned copies of following documents. All the documents should be Serial Wise as stated below along with check list and clearly marked page no. on each page. The bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

Table 1

Format of Check List				
S.N.	Particular of Document	Ye s	N o	Page Nos. From -to
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney			
b)	Original EMD as mentioned in NIT  <i>(EMD is exempted for firms having valid MSME for Micro and Small firms only 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).</i>			
c)	Letter of Transmittal on bidder letter Head to submit Technical Bid <b>(Form-A)</b>			

d)	Yearly Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2024-2025. <b>(Form-B)</b>			
	<ul style="list-style-type: none"> <li>• The agency should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2024-2025 duly audited by the Chartered Accountant.</li> <li>• Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work during the last 3 consecutive financial years ending 2024-2025. <b>This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate.</b></li> <li>• Net worth of the Company/firm as on 31st march of previous Financial Year, should be positive (Audited Full Balance Sheet and Profit &amp; loss Statement of Bidder for last 5 years should be verified by Chartered Accountant and mentioned UDIN)</li> </ul>			
e)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker &amp; Current Solvency from Banker for a sum of at least 40% of the estimated cost put to tender Certificate.</p> <p>IMPORTANT NOTE :</p> <p>1.The Solvency Certificate shall be issued by the Nationalized/ Scheduled Commercial bank &amp; must have been issued after the date of publication of NIT &amp; be addressed to the tendering authority quoting the name of the work.</p> <p>2. MSME bidders may submit Banker's Certificate from a commercial Bank for or a sum of at least 40% of the estimated cost put to tender or Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% of the estimated cost put to tender (Scanned copy of original to be uploaded). <b>((Form C, FORM C-1 &amp; FORM C-2)</b></p> <p><b>** Solvency Certificate(s), Banker's Certificate(s), or Net Worth Certificate(s) submitted during the 2nd call of the tender may also be uploaded in the 3rd call of the tender. The same shall be considered valid for submission in the present bid (3<sup>rd</sup> call) as well.</b></p>			
f)	<p>The firm should have satisfactorily completed the works as mentioned below <b>during the last 7 (seven) years</b> ending previous day of last date of submission of tender. Details should be enclosed <b>(Form D)</b>.</p> <p><b>Eligibility Criteria:</b></p> <p style="padding-left: 40px;">One similar assignment costing not less than 80% of the estimated cost of work put to tender</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">Two similar assignments of order value each not less than 50% of the estimated cost of work put to tender.</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">Three similar assignments of order value each not less than 40% of the estimated cost of work put to tender</p>			

	<p>Projects carried out should be in India only.</p> <p><b>Note:</b> Similar works shall mean “<b>Architectural, Structural, Curation, planning, interior, exterior, façade, landscape works for Buildings/Establishment</b> for Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU/Private Client.</p> <p><b>Note:</b></p> <p>a) The “Completed project” refer to fully completed work of the amount required as per relevant qualification criteria (i.e. without GST/ Tax). The bidder shall submit Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/ W.O(s) from respective Owner(s)/Client(s) duly signed by authority. (Form-B).</p> <p>b) TDS (26 AS) downloaded from the web matching with the experience certificate should be attached (i.e. for private client etc.)</p> <p>c) All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority.</p> <p>d) Experience certificate issued by the same management/ sister concern/ joint venture etc. are not acceptable.</p>			
g)	<b>STRUCTURE &amp; ORGANISATION (FORM E)</b>			
h)	UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT (FORM-F)			
i)	Consent Letter to execute the Integrity Pact along with Rs. 100 stamp paper (Integrity agreement) <b>(Form-G)</b> .			
j)	‘No Deviation Certificate’ in prescribed format in Bidder’s Letter Head <b>(Form-H)</b> .			
k)	LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION & LITIGATION HISTORY <b>(Form-I)</b> .			
l)	<ul style="list-style-type: none"> <li>• The bidder should be an Indian Registered Company under Companies Act 1956/2013/ Proprietor /Partnership firm/Limited company private or public or corporation.</li> <li>• Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.</li> </ul> <p><b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.</p> <ul style="list-style-type: none"> <li>• Joint Ventures / Consortium / Associations are Allowed. A valid JV Agreement is to be submitted clearly defining the roles &amp; responsibilities of each member and authorizing the lead member. The Lead member shall be responsible for communications with the WAPCOS Limited. The Performance Guarantee/ EMD and other documents shall be submitted in the name of Lead Member only.</li> <li>• Agency intending to participate as a Joint Venture (JV) or Consortium shall designate one partner as the Lead Member, who shall be responsible for overall coordination and shall act as the single point of contact with the WAPCOS. All communications, submissions, and contractual obligations shall be routed through the Lead Member only. The maximum number of partners in a</li> </ul>			

	JV/Consortium will be limited to three (3). The Matrix of JV/Consortium for the participation is as follows:					
	<b>Matrix for JV/Consortium Participation</b>					
	<b>Criteria</b>	<b>Lead Partner</b>	<b>Other Members</b>	<b>Combined JV/Consortium Requirement</b>		
	<b>Similar Work Experience</b>	Collectively 100%				
	<b>Average Annual Turnover</b>	Minimum 50% of required turnover	Minimum 25% each	Collectively 100%		
	<b>Net Worth</b>	Minimum 50% of required turnover	Minimum 25% each	Collectively 100%		
	<b>Solvency</b>	Minimum 50% of required solvency	Minimum 25% each	Collectively 100%		
	<b>CV's /Personnals</b>	Collectively 100%				
m)	The Firm must submit the CV of the proposed Experts to be engaged in the project. <b>(FORM J)</b>					
n)	Understanding of the Project Site <b>(Form K)</b>					
o)	Undertaking-(Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per attached Form <b>(FORM L)</b>					
p)	<b>Goods and Service Tax (GST):</b> Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.					
q)	Copy of PAN Number, GST registration, EPF Registration (copy of registration)					
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be 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.					

**Notes:**

- 1) All uploaded tender document should be readable.
- 2) Financial Bid or traces of information regarding financial bid should not be included in the Technical Bid. If found so, the bid shall be summarily rejected.
- 3) The bidders are strictly advised to prepare and submit the bid in accordance to above points. As the Work is of important in nature and time bound, the bidders will be disqualified if any of the above document falls short.
- 4) Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submittal is found non - compliant with the requirement or work, it may be rejected. The financial bid shall be opened only of those

agency(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale

#### **NOTES:**

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

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

#### **OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS**

The Bidder shall submit following Technical Document offline also.

Original of EMD in the form as mentioned in NIT (**only in case of D.D./Banker's Cheque/FDR**) in sealed envelope clearly labeled as "EMD" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

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

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

#### **4.0 CONTENTS OF FINANCIAL BID**

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

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

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

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

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

The financial proposal is to be filled by bidder in the format as per GEM Portal.

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

## **5.0 OPENING OF FINANCIAL BID**

The financial bids of those agency(s) whose basic qualification criteria is meeting as per clause 3.0 and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale shall be opened at the notified date & time by email.

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

## **6.0 BID PRICES**

6.1 The bidder shall quote a **percentage on the estimated project Construction cost**. The quoted percentage shall be deemed to include all applicable taxes, duties, and GST.

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

- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc;
- GEM Transaction Charges for accepting the work order as per latest GEM Revenue policy
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
- Taking all necessary safety precautions;
- Clearing sight lines by removal of bushes and scrub.
- Access to the project site
- Making of temporary paths for movement of equipment's etc.
- Any stoppage of works due to any unforeseen reason.

6.3 **The rate should include all taxes & duties, calibration, insurance, transportation etc. and nothing extra will be paid over and above the contract price.**

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

6.5 Any conditional bid shall be rejected.

## **7.0 BID OPENING**

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

## **10.0 EVALUATION & SELECTION CRITERIA**

### **10.1 TECHNICAL**

The first stage of technical evaluation will be based on clause 3.0: Qualifying criteria. The agencies qualifying under clause 3.0 above are only considered for further technical evaluation. Technical Evaluation of the bids would be carried out on broad parameters as given below:

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type and the mandatory presentation etc. **Each eligible bidder will have to present a presentation as outlined in Table-2 to the WAPCOS Tender evaluation committee. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor/agency(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale.** The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation.

**Table 2**

<b>Sr. No.</b>	<b>Description</b>	<b>Marks</b>
<b>1.</b>	<p><b>Technical Experience</b></p> <p>i. 60% marks, if the bidder has minimum experience of providing services as of similar nature of works (as defined in Section II, Table1: Point e) of value of Rs 20 Lakhs in last 7 years ending last day of the month previous to the one in which Tenders are invited.</p> <p>ii. 100% marks, if the bidder has minimum experience of providing services as of similar nature of works (as defined in Section II, Table1: Point e) of value of Rs 40 Lakhs in last 7 years ending last day of the month previous to the one in which Tenders are invited.</p> <p>iii. In between (i) &amp; (ii) - on pro-rata basis</p>	<b>15 Marks</b>
<b>2.</b>	The bidder must have successfully provided architectural / interior design services, in at least one completed <b>project of craft-based/heritage-driven developments such as museums, cultural hubs etc.</b> involving mixed-use development comprising retail, offices, and / or experiential spaces. (This project may or may not be same as provided at point Sr No 1)	<b>10 Marks</b>
<b>3.</b>	<p><b>Financial Strength</b></p> <p><b>Average Annual Financial Turnover</b></p> <p>(i) 60% marks for minimum eligibility criteria</p> <p>(ii) 100% marks for twice the minimum eligibility criteria or more</p> <p>(iii) In between (i) &amp; (ii) - on pro-rata basis</p>	<b>10 Marks</b>
<b>4.</b>	<p><b>Approach &amp; Methodology</b></p> <ul style="list-style-type: none"> <li>➤ Understanding the TOR</li> <li>➤ Methodology of Planning and Design</li> <li>➤ Team Composition</li> <li>➤ Work Plan &amp; Timelines</li> <li>➤ Innovative Ideas for timely execution of works</li> </ul>	<b>15 Marks</b>
<b>5.</b>	<b>Organization structure</b>	<b>25 Marks</b>

Sr. No.	Description	Marks
	<p><b>(CVs / Resumes of following personnel shall be considered for evaluation )</b></p> <p>a. <b>Team Leader / Lead Architect</b> - 1 No., holding a B. Arch degree with a minimum of 20 years of architect consultancy experience or M.Arch with minimum 15 year experience in architectural consultancy services of Buildings/Establishments</p> <p>b. <b>Curator -1 No</b> with B Arch and Minimum 10 years of Experience and minimum 5 exhibitions/ museums/ galleries/ cultural space design projects</p> <p>c. <b>Architects – 2 Nos.</b> with B Arch and Minimum 5 years of Experience in the Consultancy works of Buildings/Establishments</p> <p>d. <b>History/Heritage Expert: 1 No</b> with Bachelor in History / Heritage / Humanities / Design / Cultural Studies or related fields and minimum 2 years of relevant experience in Archival / field research/ Content writing and interpretation/ Documentation and traditional knowledge systems</p> <p>e. <b>Graduate Mechanical/Electrical/Plumbing Engineers - 1 Nos.</b> with B.Tech/ B.E &amp; Minimum 5 years of experience in the works of Buildings/Establishments</p> <p>f. <b>Structural cum Civil Engineer - 1 Nos.</b> with B.Tech/ B.E. &amp; Minimum 5 years of experience in the Structural works of Buildings/Establishments</p>	<p></p> <p>6 Marks</p> <p>6 Marks</p> <p>5 Marks</p> <p>4 Marks</p> <p>2 Marks</p> <p>2 Marks</p>
6.	<p><b>Conceptual Presentation</b></p> <p>The conceptual presentation shall necessarily include a concept plan for the project at NCHT (Handloom Haat), Janpath, New Delhi, based on the functional requirements of the Owner.</p> <p>The concept shall reflect design sensitivity towards handloom, handicrafts, and cultural spaces, integrating functional efficiency with aesthetic appeal.</p> <p>The evaluation shall be carried out on the basis of planning, design approach, 3D visualization, integration of cultural elements, sustainability features, and incorporation of smart solutions, etc.</p>	25 Marks
	<p><b>a) Functional Planning &amp; Circulation Design</b> (Efficient space utilization for Exhibition areas, Retail / haat spaces, Artisan workspaces, Visitor circulation , Site responsiveness and integration with existing building layout (multi-floor context), Circulation planning for public movement and accessibility, Landscape / spatial aesthetics (where applicable) , Cost-effective and practical planning of services)</p>	10 Marks
	<p><b>b) Design Concept Planning</b> (Incorporation of handloom / handicraft theme in design, Aesthetics reflecting cultural identity and artisan environment, Flexibility in design for semi-permanent / permanent structures, Use of sustainable / green building concepts, Innovative</p>	10 Marks

Sr. No.	Description	Marks
	features like Display systems, Lighting for exhibits, Use of modern materials / technologies)	
	c) <b>Technical Understanding</b> (Clarity in concept explanation and visualization (3D views), Understanding of Building Bye-laws, Fire safety norms, Accessibility standards, Integration with existing services (MEP coordination) and Overall quality, coherence, and professionalism of presentation	5 Marks
<b>Total</b>		<b>100 Marks</b>

Note:

- The percent distribution of points for qualifications and competence of the professional staff for the evaluation are:

i)	<b>Educational Qualifications</b>	<b>30%</b>
ii)	<b>Relevant Experience of the Projects</b>	<b>70%</b>

- Certificate of Registration of the proposed Architects should be registered with Council of Architect and have valid license, documentary evidence must be provided.**

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

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

### **Shortfall Documents**

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

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

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

## 10.2 OPENING OF FINANCIAL BID

The financial bids of those agency(s) whose basic qualification criteria is meeting as per clause 3.0 and whose weightage in technical evaluation criteria will be 75 points or more on 100-point scale shall be opened at the notified date & time by email.

## SELECTION CRITERIA – FINANCIAL

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

## 11.0 AWARD OF WORK

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 **To complete the work in the time period from the date of issue of work order including mobilization period. Agency has to mobilize sufficient team with equipment's to complete the work in time.** However, the duration of work shall be in commensurate to the duration of construction period. No extra financial implication shall be allowed on account of this.
- 11.3 Notwithstanding clause 11.1 as above WAPCOS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the WAPCOS action.
- 11.4 **NOTIFICATION OF AWARD**  
Prior to the expiry of the period of Bid validity prescribed by WAPCOS or any extension thereof, WAPCOS will notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted. This "Letter of Award" shall contain the consultancy fee quoted by the Bidder and accepted by WAPCOS payable to the successful bidder in consideration of

the completion of the Contract by the successful Bidder prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of Award will constitute the part of the Contract agreement.

## **12.0 TERMS AND CONDITIONS**

- 12.1 **Time of Completion:** 12 Months from the date of award of work or in accordance with the requirements of the Client including the period of mobilization and DLP of 1 Year.
- 12.2 The bidder shall mobilize the required manpower (as per required list of CVs) within 5 days from issue of Letter of Award.
- 12.3 Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.
- 12.5 The bidder shall submit the reports/maps in hard copies as well as soft copies in scanned as well as editable formats.

## **13.0 Signing of the Contract**

Within **7 (Seven)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the **Sr. Executive Director (C&C), WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana** for signing of the Contract Agreement. Failure on the part of the successful Bidder to comply with the above requirements

## **14.0 Responsibilities for Accuracy of Project Proposals**

The architect shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify WAPCOS & Owner against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the Architect will be responsible to correct the drawings including re-design etc. as required without any extra cost implication on WAPCOS.

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

## **15.0 Association of Sub-Consultants (for specialized work)**

Architect Agency/Architect may associate with sub-consultant(s) for specialized works such as HVAC, Lift, Fire-fighting, Landscape etc.

## **16.0 GENERAL CONDITIONS OF CONTRACT**

### **Clause-1: Definitions**

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- i. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS and the architectural firm, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings, if any and instructions issued from time to time by WAPCOS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii. "Owner / Disclosed Principal" shall mean Development Commissioner for Handlooms, New Delhi who has appointed WAPCOS Ltd. as the PMC for the project and on whose behalf WAPCOS is entering into this contract and getting the work executed.
- iii. "Client/Employer/Competent Authority" means WAPCOS Limited who propose to get the works executed as mentioned in the Contract on behalf of Development Commissioner for Handlooms, New Delhi, being the disclosed principal.
- iv. 'Tender/Bid, tenderer/bidders' are synonymous throughout this contract document.
- v. 'Approval' means approved by WAPCOS Ltd. on behalf of Development Commissioner for Handlooms, New Delhi. WAPCOS approval is linked and subject to approval by the owner.
- vi. 'Applicable Law' means the laws and any other instruments having the force of law in India.
- vii. 'Architect Firm/ Architect' means the person or persons, firm or company, group of firms whose bid has been accepted by WAPCOS on behalf of Development Commissioner for Handlooms, New Delhi and includes the Architect's personal representatives, successors and permitted assigns that will provide the Services to WAPCOS under the Contract.
- viii. Accepting Authority shall mean the Senior Executive Director (Commercial & Construction) of WAPCOS or his authorized nominee.
- ix. Project means Providing Comprehensive Architectural and Engineering Consultancy Services for Construction of Semi-Permanent/ Permanent Structures at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi
- x. Contract Price or Contract Value means the price to be paid for the performance of the Services.
- xi. Estimated Cost means estimated cost for inviting financial bid from the Architect firms for Architectural planning, designing and detailing.
- xii. Effective Date means the date on which this Contract comes into force and effect pursuant
- xiii. In writing means communicated in written form with proof of receipt.
- xiv. Language means all documents and correspondence in respect of this contract shall be in English Language.
- xv. Letter of Award (LOA) shall mean WAPCOS's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- xvi. WAPCOS LIMITED (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5<sup>th</sup> 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.

- xvii. Site shall mean NCHT (Handloom Haat) Building, Janpath, New Delhi
- xviii. Services means the work to be performed by the Architect pursuant to this Contract, as described in Bid Document.
- xix. Sub-Consultants means any person or entity to whom /which the Architect subcontracts any part of the Specialized Services.
- xx. Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- xxi. Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- xxii. The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
- xxiii. "Sr. Executive Director" means the Sr. Executive Director of WAPCOS for the Works or his successor.
- xxiv. "Gol" means Government of India.
- xxv. "B.I.S" means Bureau of Indian Standard Specifications with latest amendments or revisions as currently in force at the time of execution of the Works.
- xxvi. "Day" means a day from midnight to midnight. "Month" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month. "Week" means seven consecutive days. "Quarter" means a period of three consecutive months starting from January, April, July and October i.e. January to March, April to June, July to September and October to December.
- xxvii. "Cost" mean all expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges allocable thereto but does not include any allowance for profit.
- xxviii. Retention money & security deposit are synonymous.
- xxix. NBC means National Building Code, BIS codes means Bureau of Indian Standards codes and IRC codes means Indian Road Congress Codes.
- xxx. The words Tenderer, Bidder, Applicant, Architect shall have the same meaning.
- xxxi. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.

**Clause-2: Responsibilities/ Obligations:**

1. Architectural Firm's Responsibility/ Obligation: -

- a) The Architect shall, in providing the services exercise skill and care in conformity with the normal standards of the Architect's profession.
- b) 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.

- c) 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.
- d) The Architect shall inform WAPCOS upon its becoming apparent that there is any incompatibility between any of WAPCOS requirements the budget and the timetable or any need to vary any part of them.
- e) 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 need to be varied.
- f) 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.
- g) If any deviation or deficiency in the work done by the Architect 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.
- h) Signing this agreement, it has been considered that the Architect has No Objection in case of withdrawal of services or under termination of services of this agreement.

#### **WAPCOS RESPONSIBILITIES /OBLIGATIONS**

- a) Providing broad requirements of the works.
- b) Advising condition to the Architect of the relative priorities of WAPCOS' requirement, the budget, and the time table and inform the Architect of any variations to any of them.
- c) 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.

#### **Clause-3: Ruling Language and Law**

- i) The Contract documents shall be drawn up in English. All correspondence and documents relating to the contract, exchanged by the Architect and WAPCOS, shall be submitted in the prescribed form in *English*. All supporting documents and printed literature in connection with the bid shall be in *English*. The law to which the Contract is to be subject and according to which the Contract is to be construed shall be the law for within the jurisdiction of Delhi courts.

#### **ii) Documents Mutually Explanatory**

Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents shall take precedence in the order in which they are set out in the Performa of Agreement.

#### **Clause-4: Contract Agreement**

The Architect Firm shall, when called upon so to do, enter into and execute a Contract Agreement, to be prepared and completed in the Performa annexed, with any modification as may be necessary.

#### **Clause-5: Performance Security**

- i. For the due performance of the Contract, within 10 (Ten) days of the receipt of the notification of Award from WAPCOS, but not later than the date of the signing of the Agreement, the successful Bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of 5% (Five percent) of the Contract Price in accordance with the Conditions of the Contract. The cost of complying with the requirements of this Clause shall be borne by the Architect.
- ii. Successful tenderer shall accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.
- iii. Performance guarantee may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from nationalized/ Scheduled commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects as per the format mentioned in e-Gem portal.
- iv. Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including operation and / or maintenance and defect liability period, if any or one month from the date of release of final payment whichever is later.
- v. The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Architect's failure to complete his obligation under the Contract.
- vi. Should the Contract period, for whatever reasons be extended, the Architect, on receipt of written request, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee before the expiry date of the Bank Guarantee originally furnished.
- vii. The Performance Security will be released by WAPCOS, after the issue of the Completion Certificate but not later 90 days from the date of issue of Completion certificate.
- viii. The Bank Guarantee (Performance BG or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

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

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

#### **Clause-6: Inspection of Site**

The Architect shall be deemed to have known the areas of the Delhi, and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, the extent and nature of work, and materials necessary for the completion of the Works, he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

#### **Clause-7: Sufficiency of Bid**

The Architect shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and prices if any, which Bid rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion of all the works.

## **Clause-8: Submissions to be made**

### **A. Drawings, Documents, Certificates, Manuals etc.,**

- i. The Architect shall submit all the submissions, designs and drawings for review and approval in the sequence given below:**
  - a. General layout plan of the work
  - b. Conceptual Plan of the projects
  - c. Preliminary cost estimates of the projects
  - d. Final Layout of the projects after approvals from statutory bodies
  - e. Detailed cost estimates of the projects
  - f. Structural Design of the various components. Structural design calculations and drawings for all units of work shall be prepared and signed by registered / approved structural engineer. As far as possible all structural drawings shall be drawn with the appropriate scale, neatly giving all the sections and details necessary for the easy understanding of structural details and smooth execution of the work.
  - g. After review, WAPCOS will convey comments, which the Architect shall incorporate by modifying designs and drawings accordingly.
  - h. In no case will design, calculations / drawings be considered complete or acceptable, If the Drawings/Designs/Deliverables
    - are not duly signed by respective Civil/ Structural Engineer (s).
    - are not thoroughly checked and duly signed in the appropriate places by Architect.
    - Design calculations are not accompanied by supporting engineering, drawings or appropriate sketches.
    - Design calculations are incomplete or not fulfilling the design requirements or are shabbily done or are without adequate reference, or other necessary back-up data.
    - Any comments previously made are not incorporated on revised drawings /calculations.Such unaccepted drawings / designs as described above shall be summarily rejected and Architect will be informed. Architect shall arrange to resubmit the same duly checked, revised and signed within 7 (Seven) days. No claim from Architect for extension of time or for extra cost on this account will be entertained under any circumstances.
  - a. Drawings of various services like HVAC / MEP / STP / WTP / solar panels etc. including all calculations.
  - b. Drawings of Landscaping and architecture

### **B. Form of Drawings**

- i. All drawings submitted for approval shall be ISO standard size sheets, prepared on computer with Auto CAD.
- ii. Each drawing shall bear the signature of the Architect to the effect that the drawing (whether his own or from any other source) has been checked by the Architect before submission.
- iii. Each revision shall be properly recorded to show the number, date, specific description of revision/s carried out, and signature of the Architect in the revision block. The Architect shall be responsible for incorporating all the comments in the subsequent revision.

### **C. Approval of Designs and Drawings**

- i. Approval from WAPCOS to the Architect's design or drawings shall not relieve the Architect of any of his contractual obligations or liabilities under the Contract or his responsibilities for correctness of dimensions, materials of construction, weights, quantities, design details.
- ii. The designs should be approved from relevant department & authorized agencies. All compliance of technical requirements is to be fulfilled.

### **D. Certificates**

Where certificates are required by the Specification or relevant Reference standard, the original and one copy of each such certificate shall be provided by the Architect. Certificates of test carried out during the Works shall be submitted within 7 (Seven) days of the completion of the test.

**Clause-9: Giving of Notices, Compliance with Statutes & Regulations**

**i) Giving of Notices and Payment of Fees**

The Architect shall give all notices and pay all fees required to be given or paid by any Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

**ii) Compliance with Statutes, Regulations etc.**

The Architect shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep WAPCOS indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or by-law.

**Clause-10: Commencements of Works**

The Architect shall commence the Works on Site from the issue of the Letter of Award to him to this effect by WAPCOS and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-13* hereof.

**Clause-11: Disqualification for Further Assignments to the Architect**

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.

**Clause-12: Determination or Rescission of Agreement:**

WAPCOS without any prejudice to its right against the Architect in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i) If the Architect being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the Architect commit breach of any of the terms of agreement.

When the Architect have made themselves liable for action under any of the clauses aforesaid, WAPCOS shall have powers :a) to determine or rescind the agreement b) to engage another Architect(s) to carry out the balance work at the risk and cost of the Architect and debiting the Architect(s) the excess amount, if any, so spent .

In case contract of Architect is determined, the Performance Guarantee of the Architect shall stand forfeited. The decision of WAPCOS in this regard shall be final and binding on the Architect.

**Clause-13: Consultancy period**

Time is the essence of this project. The period of completion of the whole of the Work shall be 12 (Twelve) Months / Handing over of the project to the owner or such extended time as may be allowed

under Clause-14 hereof and 12 months Defects Liability Period. The period of completion shall be reckoned from the day of issue of the Letter of Award to the Architect by WAPCOS. The programme submitted by the Architect hereof should match with the total time of completion as specified in this clause. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the Architect, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Architect for the work, nothing extra shall be payable to the Architect. However suitable extension of time for completion of work shall be granted accordingly.

#### **Clause-14: Extension of Time for Completion**

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances beyond the control of the Architect which may occur, other than through a default of the Architect, be such as fairly to entitle the Architect to an extension of time for the Completion of the Works, WAPCOS shall determine the period of such extension and shall notify the Architect accordingly. Provided that WAPCOS is not bound to take into account any extra or additional or other special circumstances unless the Architect has, within 28 days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to WAPCOS, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Architect shall not be entitled to any payment for the time related costs incurred by him, if any, except those provided under the Contract, during the extended period for completion of Works.

#### **Clause-15: Liquidated Damages for Delay**

- i. Architect hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Architectural firm, the Architectural firm 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, without any suitable financial implication to WAPCOS. If the Architect shall fail to achieve completion of the Works within the time prescribed by *Clause-13* hereof, then the Architect shall pay to WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by *Clause-13* hereof and the date of certified completion of the Works. WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Architect. The payment or deduction of such damages shall not relieve the Architect from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- ii. The Liquidated damages penalty will be charged for all delays due to the fault of the Architect at the rate of 0.5 % of contract value per week beyond the stipulated period of completion including authorized extensions if any, subject to maximum of 10% of the contract value.

#### **Clause-16: Certification of Completion of Works**

When the whole Work have been fully completed and have satisfactorily passed any final test that may be prescribed by the Contract, and shall be deemed to be a request by the Architect for WAPCOS to issue a Certificate of Completion in respect of the Works. WAPCOS shall, within 30 (*Thirty*) days of the date of delivery of such notice either issue to the Architect, a Certificate of Completion stating the date on which, in his opinion, the Works are substantially completed in accordance with the Contract or give instructions in writing to the Architect specifying all the Works which are required to be done by the Architect before the issue of such Certificate.

#### **Clause-17: Escalation/ Price Variation**

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.

**Clause-18: Recovery of Compensation and Penalty Imposed**

Architect will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:

- a) In the event of failure to comply with the instructions of WAPCOS.
- b) If the faults in planning and designing are noticed by WAPCOS at any time.
- c) If there is over payment to the Architect due to wrong certification of the bills.
- d) If the perfunctory approach towards the work is noticed by WAPCOS at any stage.

**Clause-19: Other Conditions**

- a) 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.
- b) 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 then the Architect shall be bound to give N.O.C, if required.
- c) Architect shall examine, modify and monitor the “time and progress chart” prepared by the contractors and/or Project Management Consultant for the completion of the work.
- d) 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.
- e) The scrutiny of the drawing, and designs by WAPCOS's own supervisory staff, third party vetting, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- f) The Architect agency shall supply to WAPCOS copies of all documents, instructions issued to Architect, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- g) The Architects hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against WAPCOS in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
- h) While providing consultancy services, the Architect shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Architect shall keep WAPCOS indemnified all the times and shall bear the losses suffered by WAPCOS in this regard.
- i) All designs and drawings, 3D maps, Layout plans shall be the property of WAPCOS. The name and logo of WAPCOS shall be predominantly displayed on all the drawings and documents.
- j) The originals of approved completion drawings shall be on good quality paper and editable soft copy of all the drawings & design shall have to be given on compact disc (CD)/Pen Drive. The

proprietary rights of all the design shall remain with WAPCOS.

- k) The Architect shall advise officers of WAPCOS regarding the work under execution during their visits to the site and submit reports on their observations. Architect shall invariably remain present at site of work during such inspection of WAPCOS or his representative.
- l) The Architect shall check/verify the necessary revisions made by Contractor as may be required by WAPCOS in the drawings and other documents submitted by them free of cost.
- m) No changes shall be made in the approved drawings and specifications at site by the Architect without the prior consent of WAPCOS.
- n) 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.
- o) 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.
- p) Architect shall ensure that the contractor is furnished with approved drawings and plan/plan(s) at the time/time(s) appointed and specified in the contract to be made between WAPCOS and the contractor. If the Architect fails or neglects or omits to furnish drawings or plans to the contractor accordingly the Architect shall pay to WAPCOS compensation for any loss or damage arising from such neglect, failure or omission, particularly to meet with the claim or demand if any, presented by the contractor against WAPCOS for loss or damage suffered in consequence of the delayed supply of drawings to the contractor. In case of arbitration between Contractor and WAPCOS, the reason of the claim of the contractor as per the arbitration award or court order shall be reviewed. If the claim is due to the neglect, failure or omission, or delayed supply of drawings, failure or laxity in assistance of construction supervision or any part of services to be rendered, the amount of claim shall be recovered from the Architect Firm.
- q) It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Architect shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the Architect for completion of the work or enlarged for any reason whatsoever.
- r) 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.
- s) Company of Architect is a partnership firm or private/ public limited, Proprietary Company, on 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.

#### **Clause-20: Consultancy fee**

The consultancy fee, as quoted by the Architect in the financial bid during bidding, includes planning, designing, review, deployment of adequate manpower at different sites, periodical supervision and monitoring during construction of the project, travel expenses for attending meetings with WAPCOS/ Clients, site visits, third party inspection for procurement of equipment etc.

#### **Clause-21: Terms of Payment**

##### **i) Taxes**

Payment on account of GST shall be reimbursed on production of documentary proof of deposit of GST.

**ii) Retention Money**

- a) Deduction of Retention Money amounting to 5% (Five percent) of the amount of work done on milestone basis due to the Architect on account of Works executed shall be made.
- b) The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Architect against WAPCOS. Provided always that, if at such time there shall remain to be executed by the Architect any Works ordered during such period, WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall represent the cost of the Works so remaining to be executed.
- c) 50% of Retention money shall be refunded within 60 days after the successful handing over of the project and remaining 50% shall be released in equal installments during DLP of One Year.

**iii) Payment Milestones**

The milestones of payment for the above work shall be as follows:

- a) **Pre-Construction Phase:** 50% of the total consultancy fees, payment milestone during pre-construction phase shall be as follows:
  - i) On completion of Layout Plan, Concept Drawings, 3D views presentation, preliminary project report and other documents: 15% of the total consultancy fees.
  - ii) On completion of detailed estimate along with detailed project report, detailed architectural drawings, structural design & detailing including designing and detailing of all services (Civil and E&M) and interior design of the building and furniture layout plan of each and every room/space, their drawings and it's vetting: 15% of the total consultancy fees.
  - iii) On submission of applications and securing of Pre-Construction approvals from various local authorities and statutory bodies: 5% of the total consultancy fees.
  - iv) On approval of tender documents to invite the bids for the appointment of the Contractor: 10% of the total consultancy fees.
  - v) On commencement of construction work by the selected Contractor: 5% of the total consultancy fees.
- b) **Construction Phase and project closure:** 40% of the total consultancy fees, Payment milestone during Construction phase shall be as follows:
  - i) 35% (Thirty percent) of the total consultancy fees for construction phase shall be released on pro-rata linked with the payment made to the contractor on quarterly basis.
  - ii) 5% (Five percent) of the total consultancy fees for construction phase shall be released after settlement of accounts, settlement of CTE / audit observation arbitration or any other observations, handing over of work and obtaining occupancy certificate and other approvals as per scope of the services of project management consultant.
- c) **During DLP Phase:** 10% of the total consultancy fees. Payment during DLP phase shall be as follows:
  - i) Total time frame of DLP period shall be 12 months.
  - ii) Payment shall be made on equal quarterly installment.

**Note:-**

- a. 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.
- b. Architect shall submit his bill along with full description about service provided, separately for both of the works.
- c. Architect shall not claim payment against pending services or incomplete stages of work.
- d. All payments paid to Architect are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- e. WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant at risk and cost of the Architect Firm.
- f. In case only a part of the project is continued beyond any stage, on 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
- g. 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.
- h. The payments shall be made only on back-to-back basis upon receipt of payment from the Owner and no interest is payable on account of delay if any. The Architect acknowledges that under the present Contract, WAPCOS is only working as intermediary between Department of Handloom, being Principal Owner and Architect. Thus the Architect unconditionally acknowledge that the payments under the present Contract shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from Principal Owner. The Architect also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Department of Handloom, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Architect. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

**iv) Defect Liability Period**

Defect Liability Period of infrastructure facilities shall be 12 months from the date of handover of the project. During DLP, if it is found that certain risk or damage or loss has occurred due to the defective design / drawings, delay in providing the drawings or lack in co-relation between drawings and actual execution of assignment, non-compliance of the instructions pertaining to the project work, over payment to the Contractors due to wrong certification of bills or errors in recommending payments etc. WAPCOS will be entitled to recover the amount of such loss from the Architect by en-cashing the performance bank guarantee submitted by him as above.

**v) Final Certificate**

On receipt of the Final Account, the Engineer-in-Charge shall promptly prepare and issue to the Architect a Final Payment Certificate certifying any further money due to the Architect in respect of the Contract. Payment to the Architect of the amount due under Final Payment Certificate shall be made by the WAPCOS within sixty days of such Certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the Architect.

**Clause-22: Taxation**

- i. The price bid by the Architect shall include all duties, levies and taxes, inclusive of GST that may be levied according to the laws and regulations, nothing in the Contract shall relieve the

Architect from his responsibility to pay any tax on profits made by him in respect of the Contract. GST shall be reimbursed as per actual on prevailing rates.

ii. **Income Tax**

The Architect's staff, personnel will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Architect shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**Clause-23: Completion Certificate**

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by WAPCOS stating that the Works have been completed. The completion Certificate shall be given by WAPCOS within twenty eight days after the expiration of the Period of completion.
- ii. **Cessation of WAPCOS's Liability'**

WAPCOS shall not be liable to the Architect for any matter or thing arising out of or in connection with Contract or execution of the Works unless the Architect shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.

iii. **Unfulfilled Obligations**

Notwithstanding the issue of completion Certificate, the Architect and, subject to sub Clause (ii) of this Clause, WAPCOS shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

**Clause-24: Force Majeure**

Architect firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of WAPCOS and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to WAPCOS by client.

**Clause-25: Withholding and Lien of Payment**

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

**Clause-26: Foreclosure of Contract by WAPCOS/Owner**

If at any time after the commencement of the work WAPCOS shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, WAPCOS shall give notice in writing of the fact to the Architect, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### **Clause-27: Suspension of Works**

- i) The Architect shall, on receipt of the order in writing of WAPCOS, suspend the progress of the works or any part thereof for such time and in such manner as WAPCOS may consider necessary for any of the following reasons:
  - a) On account of any default on part of the Architect, or
  - b) If the work is partly or fully abandoned/suspended by WAPCOS/clients for any reasons
- ii) If the suspension is ordered for reasons in sub-para (a) above.

a) The Architect shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.

b) In the event of the Architect treating the suspension as an abandonment of the Contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

### **Clause 28: Termination of Contract**

- i. WAPCOS or the Architect may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
  - a) The Architect stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.
  - b) The WAPCOS instructs the Architect to delay the progress of the Works and the instruction is not withdrawn within 28 days.
  - c) The Architect is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

WAPCOS is entitled to terminate the contract in following conditions:

- d) 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.
- e) In the event of the Architect through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- f) 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.
- g) The termination of the appointment of the Architect shall be without prejudice to the accrued rights and remedies of WAPCOS.
- h) 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.
- i) In the event of failure to comply with or abide by the general conditions of this agreement.
- j) In the event of liquidated damages/ penalty imposed on Architect equal or exceeding 10% of the total fees payable.
- k) Notwithstanding the above, WAPCOS may terminate the Contract for convenience.

When the Architect has made himself liable for action under any of the cases aforesaid, WAPCOS shall have powers: To determine/terminate the contract as aforesaid (of which termination notice in writing to the Architect under the hand of WAPCOS shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of WAPCOS.

### iii. Payment upon Termination

- a) If the Contract is terminated because of a fundamental breach of contract by the Architect, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage representing WAPCOS's additional cost for completing the works to apply to the value of the work not completed. Additional liquidated Damages shall not apply. If the total amount due to WAPCOS exceeds any payment due to the Architect, the difference shall be a debt payable to WAPCOS.
- b) If the Contract is terminated for WAPCOS's convenience or because of a fundamental breach of contract by WAPCOS, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the certificate.

### Clause-29: Notices

#### i. Service of Notices on Architect

All certificates, notices or written orders to be given by WAPCOS to the Architect under the terms of the Contract shall be served either by sending by post or delivering the same to the Architect's office on Site or his principal place of business, or such other address as the Architect shall nominate for this purpose or their email address.

#### ii. Service of Notices on WAPCOS

All notices to be given to WAPCOS under the terms of the Contract shall be served by sending by post or delivering the address: *Senior Executive Director (Commercial & Construction), WAPCOS Limited, Plot No. 76-C, Sector-18, Gurgaon, Haryana-122015.*

#### iii. Change of Address

Either party may change a nominated address to another address by prior written notice to the other party.

### Clause 30: Dispute Resolution

#### 30.1 Governing Law, Jurisdiction & Waiver of Alternative Remedies

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

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

**30.1.3. Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (eg., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 25.2.3 below.

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

#### 30.2. STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

### **30.2.1. Tier-I: Dispute resolution by Engineer-in-Charge (EIC)**

- 30.2.1a. Notice of Dispute:** Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.
- 30.2.1b. Contents of Notice:** The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers, vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.
- 30.2.1c. EIC's Decision:** The EIC shall examine the matter, including through joint site verification of expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.
- 30.2.1d. Binding Effect:** The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

### **30.2.2 Tier-II: Departmental Review Committee (DRC)**

- 30.2.2a Constitution:** A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.
- 30.2.2b. Review Process:** The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.
- 30.2.2c. Decision & Finality:** The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

### **30.2.3 MANDATORY PRE-LITIGATION MEDIATION**

- 30.2.3a. Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.
- 30.2.3b. Mediation Parameters:** Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.
- 30.2.3c. Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

### **30.2.4 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH**

- 30.2.4a. Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.
- 30.2.4b. Mandatory Pleadings:** Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.

**30.2.4c.** Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

### **30.2.5 GENERAL PROVISIONS**

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

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

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

### **Clause 31: 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.
- **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.

### **Clause 32: 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 clause 33 (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-

2. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
3. "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;
4. 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;
5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of 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;
6. 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;
7. 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.

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.

**Clause 33: Blacklisting policy**

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

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

## 17.0 TERMS OF REFERENCE:

### 17.1 INTRODUCTION

Development Commissioner for Handlooms, New Delhi has appointed WAPCOS as Executing Agency for Construction of Semi-Permanent/Permanent Structures at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi.

Key Building Parameters (Tentative):

S.No	Building Component	Detail / Area
1	Total Plot Area	7,204.47 sq. mtr.
2	Open / External Area	5,409.93 sq. mtr. (outdoor stalls, hardscape, landscape, entry plazas)
3	Total Building Floors	6 (Six) — 2 Basement + Ground Floor + 3 Upper Floors (1F, 2F, 3F)
4	Total Carpet Area (4 occupied floors)	55,040 sq.ft. gross; 45,200 sq.ft. net usable (excl. circulation / lifts / lobby / gallery)
5	Basement — 1	2,403.69 sq. mtr. parking (75 Equivalent Car Spaces — ECS)
6	Basement — 2	2,583.30 sq. mtr. parking (81 ECS); Total basement parking: 156 ECS
7	Staircases	6 (Six) — from Basement-1 to 3rd Floor
8	Lifts	4 (Four) — 2 nos x 10-person capacity + 2 nos x 16-person capacity
9	Toilets	20 (Five per floor — Ground to 3rd Floor)
10	Green / Horticulture Area	250 sq. mtr.
11	Outdoor Stalls — Ground Level	3x3 m stalls: 60 nos (A-Wing: 30 nos + B-Wing: 30 nos) along Janpath frontage
12	Primary Entry	Entry-01 from Janpath Road (south frontage, pedestrian); Parking entry separate

**WAPCOS intends to appoint an Architectural Consultancy firm to undertake comprehensive planning, design, and supervision services for the proposed Permanent/Semi Permanent Structures at various floors and campus of the existing premises of NCHT (Handloom Haat), Janpath, New Delhi.**

The scope shall include site assessment, Comprehensive Condition Survey of the existing infrastructure i.e whole premises including related Building, services, Equipment & Plants including ancillary structures existing inside premises/complex, detailed planning, concept design, and preparation and submission of the Detailed Project Report (DPR), including feasibility analysis, design basis report, detailed cost estimates, Bill of Quantities (BOQ) and tender documents.

The agency shall be responsible for complete architectural design and detailed engineering, including structural analysis, design and detailing for all components, assessment of existing structures, and design of all required modifications, alterations, retrofitting, and strengthening works. The scope shall comprehensively cover all MEP services, including electrical, plumbing, firefighting, ELV systems, and HVAC design (wherever required) ensuring seamless integration with the existing infrastructure and services.

The scope shall further include interior design, exhibition and curation planning, façade design, signage and wayfinding systems, landscaping, external development works, and all associated infrastructure. Detailed planning shall be undertaken for exhibition areas, retail/haat spaces, artisan workspaces, public interface zones, and all functional areas in line with the project objectives.

The agency shall prepare and submit all detailed architectural and engineering drawings, including plans, sections, elevations, detailed working drawings, structural drawings, MEP/HVAC drawings, coordinated services drawings, interior layouts, furniture layouts, and all other Good for Construction (GFC) drawings required for execution.

The scope shall also include preparation of detailed technical specifications, design reports, tender drawings, and complete tender documents, including assistance during bid process management.

The agency shall be responsible for obtaining all necessary statutory and regulatory approvals, including submission of applications to local authorities and statutory bodies, along with all required drawings, documents, calculations, and supporting data for pre-construction and other approvals.

During execution, the agency shall provide periodic site supervision, design validation, vetting of contractor submissions, coordination with executing agencies, and ensure that works are carried out in conformity with approved designs, specifications, and quality standards.

The services shall extend through the construction phase and include support during testing, commissioning, and the Defect Liability Period (DLP), ensuring performance, functionality, and adherence to design intent.

## **17.2 DELIVERABLES**

The architect shall after taking instruction from WAPCOS render the services within the timelines as mentioned below:-

<b>Deliverables</b>	<b>Timelines</b>
<b>Stage 1 : Planning and Design</b>	
Bar Chart and Activity wise work plan for carrying out the assignment	5 days from issuance of LOA to Architect Firm
Preparation and submission of Conceptual Layout Plans, Space Planning Drawings, preliminary architectural drawings, 3D views presentations, preliminary cost estimates, and other relevant documents required for approval of the proposed works within the existing building at NCHT (Handloom Haat), Janpath, New Delhi, in consultation with the Client's officials, as required.	20 Days from issuance of LOA to Architect Firm.

<p>The design shall address functional requirements such as exhibition areas, retail/haat spaces, artisan workspaces, and visitor circulation, along with integration of necessary building services.</p> <p>The preliminary estimates shall include all components such as civil works, electrical works, HVAC, fire-fighting, plumbing, (Integration with the existing Systems) and other allied services required for proper execution of the works.</p> <p>The Architectural Consultant shall be responsible for coordination with the Client's <b>officials for review and validation of the proposed designs and cost estimates.</b></p>	
<p>Preparation and submission of Detailed Project Report (DPR), detailed estimates/BOQ, and comprehensive architectural, structural (limited to required modifications/alterations), and MEP drawings for the proposed works within the existing premises of NCHT (Handloom Haat), Janpath, New Delhi. The scope shall include detailed architectural plans, sections, elevations, interior design drawings, and furniture/layout plans for exhibition areas, retail/haat spaces, artisan workspaces, and associated facilities.</p>	<p>30 days from issuance of LOA to Architect Firm.</p>
<p>Submission of applications for Pre-Construction approvals from various local authorities and statutory bodies along with all required detailed data/documents/drawings etc.</p>	<p>30 days from issuance of LOA to Architect Firm.</p>
<p>Consultant will prepare and submit detailed BOQ, technical specifications, tender drawings, tender documents etc. required for calling tenders for the subjected work(s). Submission of Draft Concept Plan/Layout plan (Soft and 3 hard copies)</p>	<p>Submission of tender document and related documents etc. within 40 days after receiving the client's approval of the detailed estimate and detailed project report.</p>
<p><b>Stage-II- Supply of GFC Drawings</b></p>	
<p>Supply of GFC drawings for construction works in such a manner so that at least 60% construction activities can be taken up together</p>	<p>Within One Month of the submission of the Tender Drawings and Tender Documents</p>
<p>Supply of 100% GFC drawings together and periodical revisions as required time to time.</p>	<p>Within Two Months of the submission of the Tender Drawings and Tender Documents</p>
<p>Submission of Revised Drawings for Construction based on site conditions and inputs from client / owner, if required</p>	<p>Within 5 days after the observations are conveyed for incorporation</p>

Submission of monthly and quarterly progress Reports.	Monthly and Quarterly during Construction/ Implementation.
<b>Stage-III - As Built Drawings</b>	
As-Built drawings and Completion Report (soft and 5 hard copies).	Within one month from the certified date of completion for construction works

- If the time schedule as decided by Engineer-in Charge is not adhered to, by the Architectural Consultant, WAPCOS shall have discretion to withdraw consultancy job in whole or part and get it done through other Consultant appointed by WAPCOS at the risk and cost of consultant firm.
- If the completion/handing over of the consultancy work are expected to be delayed beyond the time given for completion, the Architectural Consultant shall apply for extension of time to the WAPCOS giving reasons for the delay. WAPCOS, if satisfied, with the genuineness of the reasons for the delay, may grant necessary extension of time for completion/handing over of the consultancy work in consultation with the owner, if required. For unjustified /unacceptable delays, the Architectural Consultant shall be liable to pay Liquidated Damages as mentioned in Section-III of this tender document. In this regard, decision of Engineer-in Charge, WAPCOS shall be final and binding upon the Architectural Consultant.

### 17.3 PAYMENT TERMS

The Payment shall be made in accordance to the following terms of the total Consultancy Fees in Percentages of the Cost of Projects upon completion of each milestone.

S. No.	Milestone	Payment Terms
A	<b>Pre-Construction Phase</b>	<b>50% of the total consultancy fees</b>
A.1	On completion of Layout Plan, Concept Drawings, 3D views presentation, preliminary project report and other documents	15% of the total consultancy fees.
A.2	On completion of detailed estimate along with detailed project report, detailed architectural drawings, structural design & detailing including designing and detailing of all services (Civil and E&M) and interior design of the building and furniture layout plan of each and every room/space, their drawings and it's vetting	15% of the total consultancy fees.
A.3	On submission of applications and securing of Pre-Construction approvals from various local authorities and statutory bodies:	5% of the total consultancy fees.

<b>S. No.</b>	<b>Milestone</b>	<b>Payment Terms</b>
A.4	On approval of tender documents to invite the bids for the appointment of the Contractor:	10% of the total consultancy fees.
A.5	On commencement of construction work by the selected Contractor:	5% of the total consultancy fees.
<b>B</b>	<b>Construction Phase and project closure</b>	<b>40% of the total consultancy fees</b>
B.1	on pro-rata linked with the payment made to the contractor on quarterly basis.	35% (Thirty percent) of the total consultancy fees
B.2	after settlement of accounts, settlement of CTE / audit observation arbitration or any other observations, handing over of work and obtaining occupancy certificate and other approvals as per scope of the services of project management consultant	5% (Five percent) of the total consultancy fees
<b>C</b>	<b>Defect Liability Period of 12 Months</b>	<b>10% of the total consultancy fees</b>
C.1	Payment shall be made on equal quarterly installment.	10% of the total consultancy fees

Note: In case the Architectural firm fails to complete any work under the milestone, suitable deductions as decided by the Employer shall be made

## **SECTION III**

---

# **FORMS**

---

**LETTER OF TRANSMITTAL (FORM A)**

**(on Bidder's Letter Head)**

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

**Sub:**

NIT No: -

Dear Sir,

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

Yours faithfully,

(Signature, name  
and  
designation of the  
Authorized signatory)

**Date:**

**Place:**

**Name and seal of Bidder**

**FORM-B**  
**FINANCIAL INFORMATION**

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

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

<b>Years</b>	<b>Gross Annual turnover</b>	<b>Profit/Loss (After Tax)</b>
2021-2022		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

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

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

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

***Note: (i) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2024-2025 duly certified by Chartered Accountant should be attached.***

**FORM – C SOLVENCY CERTIFICATE/ BANKER’S CERTIFICATE**  
**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]**

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 ..... having marginally noted address,.....  
..... as a Customer of our Bank Account are/ is respectable and can be treated as good for any engagement up to a Limit of Rs. .... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**(Signature for The Bank)**

**NOTE:**

1. Banker’s certificates/ Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana.
2. In case of partnership firm, certificate should include name of all partners as recorded with the Bank.
3. Bank may do the minor changes in the format as per the approved format of bank without changing the gist of content.

**Form C-1: FORM OF BANKERS' CERTIFICATE FROM A COMMERCIAL BANK**

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

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

**NOTE:-**

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.

**Form C-2: FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

It is to certify that as per the audited balance sheet and profit & loss account during the financial year ....., the Net Worth of M/s ..... (Name & Registered Address of individual/firm/company), 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).

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

Signature of Chartered Accountant .....

Name of Chartered Accountant .....  
Membership No. of ICAI  
Date and Seal

**FORM – D**

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

<b>Name of work</b>	<b>Allotment/ award No &amp; date</b>	<b>Name&amp; address of client (Including Email id &amp; Tel. no.)</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Completion Project cost (in Cr)</b>	<b>Total Consultancy Fees received</b>	<b>Nature of Assignment</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

**NOTE:**

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

**FORM - E STRUCTURE & ORGANISATION**

<b>S.No.</b>	<b>Particulars</b>	<b>Details Submitted by</b>
1.	Name & address of the bidder	
2.	Email Id (to communicate for the Presentation Date, Time & Mode)	
3.	Telephone no./Telex no./Fax no.	
4.	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	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2. 3.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work.	
7.	Designation of individuals authorized to act for the organization	
8.	Details of Joint Venture, If applied in Joint venture.	
9.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
10.	In which field, the bidder has specialization and interest?	
11.	Any other information considered necessary but not included above.	

**Signature of Bidder(s)**

**FORM-F**

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

**UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT**

**Name of Work:**

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

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

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

Yours faithfully,

(Signature, name  
and  
designation of the  
Authorized signatory)

Date:

Place:

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

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

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

Dear Sir,

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

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

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

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

Yours faithfully,

(Signature, name and  
designation of the  
Authorized  
signatory)

Date:

Place:

**Name and seal of Bidder**

**ENCLOSURE-1**

**INTEGRITY AGREEMENT**

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

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND** .....  
(Name and Address of the Individual/firm/Company) through .....  
(Hereinafter referred to as the.....)(Details of duly authorized signatory)

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

**PREAMBLE**

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

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

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

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

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

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

Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of  
Principal/Owner)

.....

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

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

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

Place:

Dated :

**FORM-H**

**FORMAT FOR NO DEVIATION CERTIFICATE**

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

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

**Subject: No Deviation Certificate for ----- (name of Work /Project)**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

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

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

Yours faithfully,

Date:

Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

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

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

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

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

Yours faithfully,

(Signature, name and designation of the  
Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

### LITIGATION HISTORTY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2021 or currently in execution.

#### 1. ARBITRATION CASES

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

#### 2. COURT CASES

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

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**



### **FORMAT OF RESUME OF PROPOSED PERSONNEL**

The bidder shall provide all the information requested below:

<b>1.</b>	<b>Proposed Position:</b>				
<b>2.</b>	<b>Name of Firm</b>				
	<b>Name of Staff:</b>				
<b>3.</b>	<b>Date of Birth:</b>				
<b>4.</b>	<b>Nationality:</b>				
<b>5.</b>	<b>Education:</b>	<i>(Degree, Specialization, Name of College/ University, Year of Pass out)</i>			
<b>6.</b>	<b>Membership of Professional Associations:</b>				
<b>7.</b>	<b>Other Training:</b>				
<b>8.</b>	<b>Countries of Work Experience:</b>	India			
<b>9..</b>	<b>Languages</b>	<b>Languages</b>	<b>Speak</b>	<b>Read</b>	<b>Write</b>
<b>10.</b>	<b>Employment Record:</b>				
<b>Sr. No.</b>	<b>Date</b>		<b>Employer</b>	<b>Position Held</b>	
	<b>From</b>	<b>To</b>			
<b>11.</b>	<b>Detailed Tasks Assigned</b>				
<b>12.</b>	<b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>				
	<b>Name of project</b>	<b>:</b>			
	<b>Year (From-To)</b>	<b>:</b>			
	<b>Client</b>	<b>:</b>			
	<b>Main project features</b>	<b>:</b>			
	<b>Position Held</b>	<b>:</b>			
	<b>Activities performed</b>	<b>:</b>			
	<b>Name of project</b>	<b>:</b>			
	<b>Year (From-To)</b>	<b>:</b>			
	<b>Client</b>	<b>:</b>			
	<b>Main project features</b>	<b>:</b>			
	<b>Position Held</b>	<b>:</b>			
	<b>Activities performed</b>	<b>:</b>			
<b>13.</b>	<b>Certification:</b>				
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged				
	Name of Key Personnel : _____				
	Name of Authorized representative of Firm : _____				
	[Signature of staff member or authorized representative of the staff]				
	Date:				
	Place:				Seal of the
	firm				

**[TO BE SUBMITTED BY BIDDER ON THEIR ORIGINAL LETTER HEAD]**

**FORM-K: UNDERSTANDING THE PROJECT SITE**

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

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

- Location of the land demarcated for the execution of work and approach/ accessibility to the site.
- Availability of all construction material required for the execution of work.
- Location of the proposed buildings and its allied works on demarcated land.
- Sources from where electric connection is to be taken by contractor at the time of mobilization or other arrangements for electricity is to be made.
- Sources from where suitable water for construction is to be arranged.
- Site clearance and location of matured trees.
- Awareness about the surrounding local conditions, villagers etc.
- Topography, contouring and any other relevant feature like Pond, nallah etc. of the land where the project is to be executed.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Location of local electrical supply line and other relevant services
- Hindrances / dispute, if any, which may arise during the execution of 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 percentage Rates / price.

**Date:**

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

**Place:**

**FORM 'L'  
UNDERTAKING**

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

[On the letter head of the Organization]

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 fulfils all requirements in this regard and is eligible to be considered.

Date:

Place:

(Signature, name and designation of the Authorized signatory)

**Name and seal of Bidder**

**ANNEXURE II**

**FORM OF PERFORMANCE GUARANTEE**

-As per GEM format-



**FINANCIAL BID**

**Annexure – A**

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

**Form of Quotation**

**For**

*“Providing Comprehensive Architectural and Engineering Consultancy Services for Construction of Semi-Permanent/Permanent Structures at Various Floors of NCHT (Handloom Haat), Janpath, New Delhi.*

To  
The Deputy Chief Engineer (C&C)  
WAPCOS Limited  
76, Institutional Area, Sector 18,  
Gurugram, Haryana 122015

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

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

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

Signed this \_\_\_\_\_ day \_\_\_\_\_ 2023

Signature and seal of bidder  
or Authorized representative

Name of firm :  
Address of firm :  
Telephone No. :  
Fax No. :  
E-mail :

**BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE  
(To be signed on Bidder's Letter Head and uploaded under Financial Breakup  
on GEM Portal)**

**\*NOT TO BE ATTACHED WITH TECHNICAL BID\***

S. NO.	ITEM	Estimated Cost of Work (in Rs.) excl. GST	Quoted Percentage (%) of Estimated Cost of work incl. 18% GST (upto 2 decimal places)	Quoted Fees incl. 18% GST
(1)	(2)	(3)	(4)	(5) = (3)x(4)
1	Providing Comprehensive Architectural and Engineering Consultancy Services for Construction of Semi-Permanent/Permanent Structures at Various Floors of National Centre for Heritage Textiles (NCHT) (Handloom Haat), Janpath, New Delhi (3 <sup>rd</sup> Call)	20,00,00,000/-		

**Note:**

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

Date:

Place:

**Signature of bidder  
Name and Stamp**

