

BID DOCUMENT

FOR

**PROVIDING COMPREHENSIVE ARCHITECTURAL &
ENGINEERING CONSULTANCY SERVICES FOR
CONSTRUCTION OF JUDICIAL OFFICERS FLATS AT SECTOR-
19, DWARKA, DELHI**

for

**Department of Law, Justice and Legislative Affairs, Government of
National Capital Territory (NCT) of Delhi**

(TENDER NO. - WAP/CMU-II/ LJ&LA/GNCTD/ARCHITECT/2025)



WAPCOS Limited

(A Govt. of India Undertaking- Ministry of Jal Shakti)

Construction Management Unit - II

76-C, Institutional Area, Sector-18, Gurugram - 122015 (Haryana)

Email: rd@wapcos.co.in

November, 2025

SECTION-I
NOTICE INVITING TENDER

DISCLAIMER

WAPCOS Limited has prepared this document as Project Management Consultant on behalf of Department of Law, Justice and Legislative Affairs, Government of National Capital Territory (NCT) of Delhi to give information on the Project to the interested Bidder. The information is provided to bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

The purpose of this document is to provide bidders with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in the document.

The information is provided on the basis that it is non-binding on Department of LJ & LA, GNCTD or WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

Department of LJ & LA, GNCTD and WAPCOS Limited reserve the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While WAPCOS Limited and Department of LJ & LA, GNCTD have taken due care in the preparation of the information contained herein and believe it to be accurate neither Department of LJ & LA, GNCTD nor WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express 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.

Notice Inviting Tender (NIT)

WAPCOS Limited (A Govt. of India Undertaking), for and behalf of Department of Law, Justice and Legislative Affairs, Government of National Capital Territory (NCT) of Delhi, invites **“Online Electronic Tenders”** on **“Percentage Rate”** from Reputed, Resourceful, Experienced, Competent and Eligible bidders in a two-envelope system as per following details:

Tender No	WAP/CMU-II/LJ&LA/GNCTD/ARCHITECT/2025
Tender Invitation date	21th November, 2025
Website for downloading Tender Corrigendum / Addendum	www.wapcos.co.in and GeM portal
Website for uploading Tender	GeM portal
Name of Work	Providing Comprehensive Architectural & Engineering Consultancy Services for Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi.
Owner	Department of Law, Justice and Legislative Affairs, Government of National Capital Territory (NCT) of Delhi
Client	WAPCOS Limited
Brief Scope of Work	Providing Comprehensive Design Architectural and Engineering Consultancy Services for Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi including Project Conceptualization covering space utilization, functional relations, preparation of master plan on a total plot area of around 10000 sqm as per guidelines of Master Plan of Delhi (MPD)-2021, and Unified Building Bye Laws-2016 GNCTD, including successful securing its each and every statutory and local bodies approval, preparation of preliminary estimate, preliminary project report, detailed estimate along with detailed project report, detailed architectural drawings, structural design (to the extent required for obtaining Local body approvals) and 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 & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc., as pre requirements of Client / owner. The project shall be registered for obtaining green rating of GRIHA or CPWD Ghar rating, target should be to achieve minimum 3-star rating in GRIHA however higher rating is acceptable.
Time for Completion of Work	24 Months / Till Completion of the project, whichever is later, plus two years of Operation and Maintenance of infrastructure facilities (including one year of Defect Liability Period)
Eligibility Criteria	- The Bidder must be a Reputed, Resourceful, Experienced, Competent and Eligible Company/ Firm / partnership firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India. - The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate. - The Director/ partner/ Proprietor / Principal Architect of company should be registered with Council of Architecture, India and should have minimum experience of 20 years after obtaining architectural degree.

	iv. The average annual turnover of the bidder shall not be less than Rs. 51.48 Lakh (Rupees Fifty One Lakh Forty Eight Thousand only) for last five financial years, ending March 2025. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). v. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect. vi. The bidder shall submit an undertaking, duly certified, stating that they have not executed any work that was demolished due to structural failure, structural unsafety, construction not being in accordance with applicable Indian Standard Codes, or any similar deficiencies. vii. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25. viii. The bidder should be ISO 9001:2015 certified, and the same shall be supported by a valid registration certificate. ix. The bidder should have completed architectural consultancy for at least One GRIHA/LEED/IGBC certified project with minimum 4 (four) star rating, and the same shall be supported by document. x. The bidder should have at least one project that has secured approvals from Municipal Corporation of Delhi (MCD), Delhi Fire Service (DFS), Delhi Urban Art Commission (DUAC). xi. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited: One Similar work of value not less than Rs. 82.36 Lakh (Exclusive GST) Or Two Similar works of value not less than Rs. 61.77 Lakh (Exclusive GST) Or Three Similar works of value not less than Rs. 41.18 Lakh (Exclusive GST) Similar works means: Architectural and Design Engineering Consultancy Services for Construction of Residential Buildings including MEP work, Data/ LAN system, Lifts, Alternative renewal energy, fire-fighting & fire detection, PHE, STP, Rain water harvesting, Landscaping, design, superior specifications, external development including Roads, drainage, sewage irrigation & water supply, UG tanks & OHT Tanks, with construction technology (Monolithic/shear wall/RCC frame) comprising a minimum of G+12 storeys etc. Notes: • The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. • The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders. • For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates. xii. The bidder must submit Integrity Pact and Integrity Agreement with this bid as per Annexure-XVIII.
--	---

The Quoted Consultancy fee should not be more than (Max. Ceiling)	0.60% (Zero Point Six Zero Only) of the Construction Cost of the Project (inclusive of GST)
Joint Venture	Joint Ventures / Consortium / Association of bidders are not allowed.
Earnest Money Deposit (EMD) & Tender processing fee	Rs. 2,05,908/- (Rupees Two lakh five thousand nine hundred and eight only) as Earnest Money Deposit (EMD) & Rs. 10,000/- (Rupees Ten Thousand only) as Tender processing fee WAPCOS 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: 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 <i>The bidders registered as Micro & Small Enterprises (MSEs) with National Small Industries Corporation (NSIC) or Udyog Aadhar 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> Note: Earnest Money Deposit (EMD) shall remain valid for a period of 30 days beyond final bid validity period.
Solvency Certificate	Rs. 41.18 Lakh (Rupees Forty one lakh eighteen thousand Only) in original from a Nationalized Bank / Scheduled Indian bank. The Certificate shall have been issued after the publishing of original NIT.
Offer Validity	90 days from the date of submission of Bid
Last date & time of Procurement / download of tender Document	Up to 5 th December, 2025 by 16:00 hours The bidder must officially procure/download the tender documents from the GeM portal before the last date and time of sale of tender document in order to bid.
Pre Bid Meeting	On 27 th November, 2025 at 14:00-15:00 hours The pre-bid meeting will be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 27/11/2025, after the date mentioned, NO query will be entertained. Any amendment(s)/ corrigendum/clarification(s) with respect to this Tender shall be uploaded on the GEM Portal only. The bidders should keep themselves updated by regularly visiting the GEM Portal website for any amendment /corrigendum/ Clarification in regard to this Tender.
Last date & time for Offline (Physical) Submission of Original Technical bid documents, such as Tender Fees, EMD, Solvency etc. as detail in Tender	Up to 5 th December, 2025 by 16:00 hours
Last date & time for Online Submission of Technical & Financial Bid.	Up to 5 th December, 2025 by 16:00 hours

Date & Time for Online opening of Technical Bid	On 5 th December, 2025 at 16:30 hours
Date & Time for Online opening of Financial Bid	To be Intimated to Technical Qualified Bidders Only
Detailed Presentation	Will be Intimated to the Bidders Separately

➤ **Technical Qualification and Evaluation Criteria:**

1. Selection is Least Cost Selection (LCS). The bidder has to submit both a technical and a financial proposal at the same time. Minimum qualifying marks for the quality of the technical proposal are 80 out of maximum 100.
2. The technical proposals shall be opened first & evaluated and the firms/offers which are qualifying as per the technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list.
3. Financial proposals shall be opened for only eligible and responsive offers and ranked. L-1 offer out of the responsive offers shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal.
4. Proposals with the lowest cost (L1) shall be awarded the work.

Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.

The bidding document can be downloaded from the website: www.wapcos.co.in, <https://gem.gov.in/>. The tenders shall be uploaded on <https://gem.gov.in/>.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above and not be published elsewhere.

The technical bid shall be uploaded on the e-tendering portal and the documents such as EMD, Tender Fee, Solvency Certificate and other stamped paper documents shall be submitted physically (Hard Copy) on or before the last date of submission of tender.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

In case the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

S/d
(Additional Chief Engineer)
WAPCOS Ltd.

SECTION-II INSTRUCTIONS TO BIDDERS

I - GENERAL

2.1 INTRODUCTION

Department of Law, Justice and Legislative Affairs, Government of National Capital Territory (NCT) of Delhi has appointed WAPCOS as Project Management Consultant for Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi. The Complex, comprising of Residential Blocks as per the design finalized by the Committee of Hon'ble Judges of High Court of Delhi is proposed to be constructed in Sector-19, Dwarka, New Delhi. A site measuring 10,000 Sqm has been allotted by DDA for the proposed Residential Complex.

Following building shall be covered in the scope of work:

Description	Area	Unit
Total Plot area	10000.00	Sqm
Total building area (Type V + Type VI + Substation)	26387.00	Sqm
Total Basement Area	11564.00	Sqm
Total building area (Type V + Type VI + Substation + Basement)	37951.00	Sqm

Sl. No.	Name of Building	No. of Floors	No. of Building	No. of units per building	Total Nos./ capacity
1	Type -V	G+12	1	4	52
2	Type -VI	Ground floor	1	0	0
		1 st floor	1	1	1
		2 nd to 12 th floor	1	3	33
3	Sub Station	1	1	1	1
4	Basement	2	1	1	2

In order to take up the implementation of the project, it is proposed to appoint suitable Architect agency to plan, design, liaison and assist in supervision and get the work done as per requirement laid down in the tender documents.

The Architect agency with proven relevant experience in implementing projects of a similar nature and size will be appointed for planning, designing, liaisons and associated activities during construction supervision of the building project. The agency may submit their proposals considering the above-mentioned components.

In this regard, Online Electronic Tender on Percentage Rate basis are hereby invited by WAPCOS Limited from the Reputed, Resourceful, Experienced, Competent and Eligible Agencies for the work of **“Providing Comprehensive Architectural & Engineering Consultancy Services for Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi”**

2.2 SCOPE OF WORK

Broadly the scope of work shall comprise Providing Comprehensive Architectural and Design Engineering Consultancy services for **Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi**, as follows:

- The Scope of Work in brief shall be comprehensive architectural consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan on a total plot area of around 10,000 sqm as per guidelines of Master Plan of Delhi (MPD)-2021, and Unified Building Bye Laws- 2016 GNCTD, including successful securing its each and every statutory and local bodies approval, preliminary project report, detailed architectural design & drawings, BOQ, cost estimation, structural design & drawings and 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 & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc.
- Preparation and approval of layout plans, elevations, design and drawings, BOQ, cost estimation, Detailed Project Report, Technical specifications, tender documents, tender drawings, Good For Construction (GFC) drawings, As-built drawings for proposed works including all civil & electrical works and associated services like water supply arrangements, sewerage works, Storm water drainage, Rain water harvesting, signage etc., wherever applicable for proper completion of the works under the contract as per satisfaction of owner & Employer & in accordance with local Bye laws and obtaining approval of WAPCOS & Department of LJ & LA, GNCTD. The architect/consultant is also to prepare detailed specifications of all activities and items including make and model no. where applicable.
- This shall include detailed discussions with WAPCOS & Department of LJ & LA, GNCTD officials, Evaluation of submitted architectural plans and elevations and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work. Architect/consultant will also modify the conceptual designs incorporating required changes by the Employer/Owner. All the works should be planned and designed in accordance with the relevant National Building Code/local Bye laws including drawings and obtaining approval of Employer/Owner.
- The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages preferably STAADPro / ETABS. The provisions in various BIS Codes shall override the packages output. The structural drawings shall be got vetted from any IIT before issuance for execution of works at site. The expenditure towards vetting charges shall be borne by the Architect Firm/Consultant and no additional payment shall be made on this account.
- The architect/consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- Preparation of Detailed bill of quantities on latest CPWD norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by WAPCOS to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable WAPCOS to check them before preparation of draft tender documents.

- During the DPR stage, the architect/consultant may require to prepare multiple options of Layout plan and prepare estimates for different options. During finalization of the layout plans and DPR, the architect/consultant may require to do multiple iterations to achieve Techno-economically best solutions. The architect/consultant shall be responsible for doing the iterations to the satisfaction of client and obtain the approval thereof.
- Preparation of 3D Walkthrough and 3D Model.
- The Architect/consultant shall prepare drawings and quantities using Building Information Model (BIM), submit the final updated BIM model at the end of the project, use only licensed software, give necessary training, and make sure all BIM work is accurate, complete, and delivered on time.
- The architect/consultant shall take special care in material selection and waterproofing works, and the requirements related to construction water quality shall be appropriately incorporated in the project planning.
- The architect/consultant shall review Product Manual, Installation & rectification plan and any other relevant documents covering repair and rectification plan during handing over process.
- Geotechnical and Sub-soil investigations in accordance to relevant BIS codes and CPWD specifications and vetting the tests and results of investigations.
- Conducting Environment Impact Assessment of the Project.
- Obtain statutory approvals for commencement of construction work and handing over of constructed facilities to the Law Department.
- During the execution stage, architect/consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
- Role of architect/consultant during execution shall be as under:
 - Interpretation and co-relation of the drawings with the BoQ, tender documents and construction sequence.
 - Assistance in construction supervision, by conducting site visits / intermittently posting suitable manpower at site for drawing interpretation and ensure execution of works as per designs at project site.
 - In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the architect/consultant and the contractors, the interpretation and the decision of the Engineer-in-charge, WAPCOS shall be final and binding.
 - Assisting in arbitration and litigation cases including CVC, CAG or any other audit that may arise out of the contracts entered into in respect of any of the works.
- WAPCOS and Law Department shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work as per the requirement of client /owner or any other reasons for statutory bodies and completion & handing over the project to owner, and the same shall be complied by the architect/consultant.
- The architect/consultant shall provide services during Monitoring of Operation and Maintenance of infrastructure facilities developed for the Law Department for a period of 2 years after

completion and handing over of the facilities to the Law Department.

- Any other work required to be conducted for project to be made functional and complete in all respects for its handing over to the owner.

Detailed Scope of Work:

- i. The development of the project shall be done through construction agency on item rate / BOQ rates / percentage basis. The architect firm shall prepare the conceptual designs, drawings, technical specifications / tender documents etc. accordingly.
- ii. The scope of work includes but is not limited to site evaluation / assessment, preparation & approval of master plan, preparation & approval of detailed architectural and structural design, preparation & approval of DPR, preparation of preliminary / working / GFC drawings, preparation of tender documents, BOQ and detailed specifications, planning and design of services including MEP / HVAC, fire detection, fire protection and security system, interior designs, landscape architecture, STP, WTP, selection of material / approval of samples, periodic inspection and evaluation of works, check and approve shop drawings submitted by contractors, signage plan, obtaining statutory approvals from authorities/local bodies, obtaining NOC of municipal / local bodies, submission of 'as built drawings', and obtaining completion certificates from statutory authorities.
- iii. Planning and designing of furniture layout plan of each and every room/space, their drawings & approval as per the requirement.
- iv. Geotechnical and Sub-soil investigations in accordance to relevant BIS codes and CPWD specifications and vetting the tests and results of investigations.
- v. The scope of work shall overall include all activities relating to comprehensive planning, drawing & design including architectural planning and structural design & drawing for the project, preparation of physical model, statutory approvals and clearances from various agencies such as local bodies/DDA, Municipalities/MCD, Fire Department, Central/State Pollution Control Board, Environmental Clearance/Ministry of Environment, Forest and Climate Change (MoEF), NGT, Tree Cutting Permission, Airport Authority of India, Electricity Departments, Delhi Jal Board, Delhi Urban Art Commission, Delhi Metro Rail Corporation, National Monument Authority etc., along with estimating, collection of required data from the concerned department for planning the project. The layout plan shall be prepared as per specific principles, guidelines rules, regulations and norms of Law Department, GNCTD, New Delhi keeping in view of the requirement of the Judicial Officers Flats, FAR & others building bylaws. Preparation of preliminary/Detailed estimate, preparation of Project report including its approval from concerned and statutory authorities; preparation of tender documents, justification of rates, execution and co-ordination, supervision and monitoring of the project in all respect and any other work required for smooth execution of project.
- vi. Vetting of drawings/documents/designs in respect of concept & master plans, architectural and structural details, all allied services, external development works, selection of equipment and accessories etc. complete for ensuring intended objectives of the project. The vetting of the structural drawings shall be done by IIT. The expenditure towards vetting charges shall be borne by the Architect Firm/Consultant and no additional payment shall be made on this account.
- vii. The Architect/consultant shall prepare the tender documents comprising the technical

specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders as per CVC Guidelines.

- viii. The Architect/consultant shall assist WAPCOS for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- ix. The Architect/consultant has to ensure project to be registered for obtaining green rating of GRIHA or CPWD Ghar rating, target should be to achieve minimum 3-star rating in GRIHA however higher rating are acceptable.
- x. The entire building will have to be so planned, designed with all engineering needs and executed that there is zero waste disposal outside the premises. All the arrangements for solid waste management, recycling of waste water & garbage waste by implementing latest technology, sewage and waste water treatment and all such works not mentioned herein but required forth zero-wasted disposal shall be within the scope of architect/consultant.
- xi. The building will have to be so planned, designed and executed that the project remains self-dependent for its energy needs by way of providing solar energy. All such works relating to this will be within the scope of architect/consultant, who will ensure that these works are incorporated in the scope of the Contractor.
- xii. The architect/consultant will engage domain experts for conceptualization, planning and designing of the project based on the functional requirement of the project and prepare the concepts through presentation, with rough cost estimate along with cost benefit analysis of the Green, Energy Efficient and Intelligent features of the respective buildings. In case the Owner is not satisfied with the proposed concepts, it will have to be modified/re-structured and presented again for Owner's approval. Upon approval of the concept by the Owner, further works will be undertaken.
- xiii. Assisting WAPCOS in day to day field activities including comprehensive suggestions, advises and supervisory consultancy and monitoring the implementation of project by providing suitable manpower.
- xiv. Review, alterations and modifications of designs & drawings during construction, whenever and wherever required.
- xv. Revision (s) of drawings / documents / DPR for re-submission to owner / statutory bodies for clearances.
- xvi. Securing Pre and Post Construction approvals from local authorities and statutory bodies.
- xvii. Any fees payable towards statutory approvals from various Statutory and Local Bodies/Authorities, shall be borne by the Owner/Client, as per actuals, upon submission of the relevant invoices.
- xviii. Preparation of 3D walk-through and Physical Models of the project.
- xix. The Architect/consultant shall prepare drawings and quantities using **Building Information Model (BIM)**, submit the final updated BIM model at the end of the project, use only licensed software, give necessary training, and make sure all BIM work is accurate, complete, and delivered on time.
- xx. The Architect/consultant shall ensure that all project activities are in accordance with the latest National Building Codes (NBC), Indian Buildings Congress codes of practices, rules, regulations

& norms of HRD, Govt. of India and relevant provisions of any other codes/manuals/circulars, CPWD & other Govt. of India guidelines, as required for planning, construction and operation and maintenance of the constructed facilities.

- xxi. The Architect/consultant shall be required to participate in, and minute all meetings regarding the project at any date, time and place as directed by WAPCOS, Law Department and any other authority concern throughout the project period, and prepare the minutes of the meeting.

2.2.1 ACTIVITIES TO BE PERFORMED BY THE ARCHITECT/CONSULTANT

The Architect shall prepare preliminary Architectural concept drawings of the proposed project for the projects inter-alia including requirements given by the owner/WAPCOS. The detailed requirements of the owner, tentative Building wise areas, as approved by the owner are as follows:

Sl. No.	Name of Building	No. of Floors	No. of Building	No. of units per building	Total Nos./ capacity
1	Type -V	G+12	1	4	52
2	Type -VI	Ground floor	1	0	0
		1 st floor	1	1	1
		2 nd to 12 th floor	1	3	33
3	Sub Station	1	1	1	1
4	Basement	2	1	1	2

Following building shall be covered in the scope of work.

Description	Area	
Total Plot area	10000.00	Sqm
Total building area (Type V+ Type VI + Substation)	26387.00	Sqm
Total Basement Area	11564.00	Sqm
Total building area (Type V+ Type VI +Substation+ Basement)	37951.00	Sqm

The architectural plans and the views shall be based on these requirements and provided views only.

The various activities to be performed by the Architect Firm / Architect shall be as follows:

- Conducting Geotechnical and Sub-soil investigations
- Preparation of Master Plan
- Develop the landscaping and Ground Development details separately.
- Develop the interior design of the building and furniture layout plan of each and every room/space as per requirement and the building aesthetics.
- Obtain information required for statutory applications under planning and building acts and any other statutory requirements.
- Prepare production information including drawings, schedules and specification of materials and workmanship; bills of quantities etc. in sufficient detail.

vii. Prepare construction / Working drawings.

➤ Site Plan

- Co-ordination of the proposed buildings.
- Layout in co-ordination with various services and levels.
- Blow up of road junction / parking area and other such area as required.

➤ Detailed Building Services

- Floor plans (fully coordinated with all services/disciplines)
- Elevations
- Sections
- Wall profiles
- Doors & Window details
- Stairs/Ramps/Lifts details
- Details of building parts/ Areas with special treatment
- Toilet details
- Flooring pattern and details
- Dado details
- False ceiling details
- Modular Kitchen
- Railing
- Electrical Lights
- Children's Play Area
- Common Areas
- Balconies
- Signage (Internal and External)

➤ Landscape & Horticulture

- Horticulture details
- Playground details
- The Architect shall be responsible for all activities related to getting permission for tree transplantation like conducting survey, numbering, identification of species of trees, preparation of relevant drawings etc.

viii. Detailed Project Report shall include:-

- Master Plan of the projects.
- Construction Sequence of different buildings
- Infrastructure like roads, STP, WTP etc.
- Drawings of Floor plans
- Typical part details
- System diagrams for services to be prepared
- Equipment layout drawings for major areas
- Energy efficiency and Green concept to be adopted and explained
- Furniture details

The Architect shall provide comprehensive planning, design, site monitoring, quality assurance and various engineering services keeping in view but not limited to :-

2.2.2 SERVICES:

A. Geotechnical and Sub-soil investigations Services

The scope of work including specifications & Tests etc. shall be as mentioned below:

- The investigation should cover complete soil and rock exploration work including carrying out field tests and laboratory tests to evaluate soil and rock parameters and preparation of detailed geotechnical investigation report including the recommendation.
- The work shall include mobilization of all necessary equipment, providing necessary engineering supervision and technical personnel, skilled and unskilled labors, arranging water and other necessary items for drilling etc. as required to carry out the entire field as well as laboratory investigation, analysis and interpretation of test data collected and preparation of a geo-technical report.
- All the field data shall be recorded in the proforma recommended in Indian Standard Codes and the field records shall be counter signed by the engineer-in-charge. The contractor shall submit two copies of the field bore-logs to the engineer-in-charge soon after the completion of each bore hole. All the investigations are to be carried out by the contractor as per the priority requirements of the engineer in-charge.
- Furnish necessary plant and equipment, tools and tackles, instruments, necessary power, fuel, water, labour, supervisions by qualified and experienced engineers and supervisors specialized in the type of investigation, transport of materials, men and equipment etc., services, full insurance and all other incidental items as may be necessary for entire and successful completion of the work as per tender terms, drawings, specifications and instruction of the engineer in charge.
- Bore holes shall be drilled at specified locations to obtain information about the subsoil profile, its nature, strength and to collect soil and rock samples for strata identification and conducting laboratory tests. The minimum diameter of the bore hole shall be NX size and boring shall be carried out in accordance with the provisions of IS: 1892 and as per this specification. At least 85% core recovery in hard rock & 70% in soft / weathered rock should be ensured. After completion of boreholes, cores should be preserved in wooden boxes as per standard procedure.
- Casing pipe shall be used in the borehole to support its sides when side fall is suspected to occur inside the borehole. When casing pipe is used, it shall be ensured that its bottom end is at all times 15 cm above the bottom of the bore hole. In case of cohesion less soils the advancement of the casing pipe shall be such that it does not disturb the soil to be tested or sampled. The casing shall be advanced by slowly turning the casing pipe and not by driving.
- After drilling is completed cores should be preserved in wooden boxes in rows. Arrow marking from top towards bottom should be provided in each core. In nil recovery zone, sludge obtained along with return water should be kept in Polythene bag mentioning the run. Driller should write project name, borehole locations, borehole number and depth of the holes on top of box. Driller register should be properly maintained Change in colour of the return water, any abnormality during drilling (e.g. caving, sudden penetration of drill rod for considerable depth etc.) must be noted by the driller and mentioned in remarked column. The following BIS codes are to be followed:
 - IS 8826 – 1978 (2002)
 - IS 10135 – 1985 (2002)

- IS 8237 – 1985
- IS 1498 – 1970
- All the laboratory test data shall be recorded in the proforma recommended in the Indian Standard Codes and a copy of these shall be sent to the engineer-in-charge every week during the progress of laboratory testing. Whenever desired during the progress of work the engineer-in-charge may be present at the laboratory where the contractor is arranging for execution of the laboratory tests.
- The bore hole shall be cleaned using suitable tools up to the depth of testing or sampling ensuring that there is minimum disturbance of soil at the bottom of the bore hole. The process of jetting through an open tube sampler shall not be permitted. In cohesive soils, the borehole may be cleaned using a bailer with a flap valve. Gentle circulation of drilling fluid shall be done when rotary mud circulation boring is adopted.
- On completion of the borehole, the portion drilled in soil shall be backfilled with Cement Mortar (Cement: Course Sand = 1:4) unless otherwise directed by the engineer-in charge.
- The architect/consultant shall submit detailed geo-technical report after incorporating the comments (if any) on the draft report.
- Furnish progressively and periodically field bore logs, investigation observations, test results with relevant data and features in triplicate.
- Prepare and submit draft (in duplicate) and final (after incorporating comments, if any) sub soil investigation report as per specification, schedule of items and instructions of the owner/his engineer.
- The entire field as well as laboratory investigation work shall be supervised by a experienced Graduate in Civil Engineering in respective areas of geo-technical investigation work. A geologist shall also be deputed full time at site during investigation whenever drilling is undertaken.
- Soil Sample at every depth of undisturbed and disturbed sample is to be given to WAPCOS to enable them to conduct separate tests/study if necessary.
- Transportation and handing over of the core boxes to designated project office of WAPCOS / areas as instructed by Engineer-in-Charge.

Tests to be conducted and furnished in Investigation Report:

Laboratory Tests for soil (clay, silt, sand, mixed soil, stiff clay etc. except rock) shall consist but not be limited to:

- Liquid Limit as per IS 2720 (Part-IV)
- Plastic limit as per IS 2720 (Part-IV)
- Grain size analysis by sieving as per IS 2720 (Part-IV)
- Natural Moisture Content as per IS 2720 (Part-II)
- Specific Gravity as per IS 2720 (Part-III)
- In-situ as well as laboratory Permeability Test as per IS 5229(Part 2) & IS 2720 (Part-XVII) and as per IS 5229(Part 1).
- Determination of Shear strength Parameters of a specimen tested in Unconsolidated Undrained Tri-axial compression Test without measurement of pore water pressure as per IS 2720 (part-XI)
- Specific Gravity of Soil.
- Young Modulus of Soil Sample.

- Poisson's ratio of Soil Sample.
- Bearing capacity as per IS code

In-Situ tests

➤ SPT Tests

Standard Penetration Tests in boreholes shall be carried out in accordance with IS: 2131 at intervals of 1-5m or at every change of strata whichever is less as per IS 2131, IS 1892 and other relevant BIS codes (All Latest editions) in soil, soft or weathered rock or at depths as directed by the Engineer. Samples collected from the split spoon shall be preserved for conducting laboratory tests for identification and classification purpose. Results of all such penetration tests shall be included by the Agency in the bore logs and soil investigation report.

No. of Bore Holes: The approximate no. of Bore Holes at project site shall be 6 having average depth of 15m. The location of Bore Holes shall be based on the layout planning of various project components as per the direction of Engineer-in-charge. The exact number of boreholes shall be finalized at the time of in-situ testing at site as per the directions of WAPCOS/Owner.

Depth of Exploration: It shall be around 15m from Natural Ground Level (NGL), which shall vary as per the site requirement.

Obstructions while boring

If any obstruction to normal boring is encountered in any borehole, this obstruction shall be overcome by drilling and/ or by chiseling.

Observation of Ground water level

While sinking boreholes, the Agency shall carefully record the level at which sub-soil water is first encountered. Standing sub-soil water level shall be observed in boreholes every day at the beginning of the boring work. On completion of each borehole, the Agency shall allow sufficient time for the ground water to come to a steady level and record the static sub-soil water table. All such records shall be included by the Agency in the soil investigation report. Method for determination of water level in a borehole shall be according to IS 6935.

1. Sampling:

- i. Disturbed samples: The disturbed soil samples shall be collected from the location of conducting the SPT
- ii. UDS (Undisturbed sample) Collection of undisturbed soil samples using 70mm/100mm dia. Shelby tubes as per IS 2132:1986, IS 1892:1979 from borehole at every 3m depth interval or change of strata whichever is earlier, including cleaning, sealing, storing and transporting to laboratory. (The sampling shall be done from each borehole up to the maximum depth specified.)

2. Drilling in rock

Drilling in rock may be done when SPT refusal is obtained in hard strata and/or rock is encountered. (Refusal is defined as and when 'N' value is 100 or more for 30 cm or part penetration.) .Drilling in rock shall be done for a minimum of 3.0 m and as directed by Engineer-in-Charge. The 'drilling' shall be done as specified in IS: 1892 and other relevant BIS codes (Latest Version).

Drilling in rocks and collection of rock samples shall be as per IS 4464. Drilling shall be carried out in such a manner that maximum core is recovered. This requires close surveillance of wash water, drilling pressures, lengths of runs etc. The drill bit shall be withdrawn and the core removed as often as may be necessary to secure the maximum possible amount of core. It shall ensure that drilling is carried out with necessary skill and expertise.

3. Core samples of rock

Cores of rock shall be taken as specified in IS: 1892 and other relevant BIS Codes. For each run, Core Recovery and Rock Quality Designation (RQD) shall be noted carefully, immediately after cores are taken out of the barrel.

The cores, arranged in core boxes, shall be submitted to the Engineer-in-charge at WAPCOS project or regional office, on submission of the report.

4. Chemical Tests:

The Chemical Tests of the Soil and Sub-soil Water shall be got conducted to identify the presence of injurious chemicals, if any, which may be harmful for the foundation. Chlorides and Sulphates (as SO_3) etc. shall be tested in soils and water as per IS: 456 -2000 and other relevant codes.

5. Drinking water Tests:

The Drinking water Tests of the ground water and the methods of sampling and test for drinking water as per IS: 10500-2012. Drinking water is water intended for human consumption for drinking and cooking purposes from ground water/any source. It includes water (treated or untreated) supplied by any means for human consumption. Feasibility report for underground potable water shall also obtain from concerned Central / State agency with Hydrological Survey report and Permeability Report of soil strata, etc.

6. Laboratory Tests:

All relevant Laboratory Tests as are stated in relevant BIS Codes shall be done to work out values in respect of the relevant/applicable Soil Parameters. Some of the parameters are mentioned below:-

- (a) C, ϕ , Void ratio, Liquid Limit, Plastic Limit, Plasticity Index, Sp. Gravity, Dry Density, Saturated Density, Bulk Density, Relative Density, Natural moisture Content, Soil Classification, Grain Size Distribution, Coefficient of Uniformity (C_u), Coefficient of Curvature (C_c), Coefficient of Consolidation (C_v), Coefficient of Volume Change (mv), Compression Index (C_c), Unconfined compressive strength, shrinkage Limit, swelling properties/parameters, etc.
- (b) In case of Rocks: Percent Rock Core Recovery, Rock Quality Designation, Point Load Test, Unconfined compression Test etc.

Note: Any other tests deemed necessary shall also be conducted.

The necessary calculations to arrive at the above values of soil Parameters shall be submitted along with the Soil Report. The analysis/calculations /interpretation shall be on the basis of relevant BIS Codes. The results and interpretation of all the laboratory tests shall be incorporated in the soil investigation report indicating borehole/field test number, sample number, sample description and depth of collection of sample from ground level.

The report shall help the employer in following ways:

- (1) To determine type of substrata and their various characteristics of Soil/Rock parameters up to the specified depths.
- (2) To assess the general suitability of the site for the proposed works.
- (3) To enable an adequate (Safe and Stable) and economic design to be prepared, including the design of temporary works.
- (4) To propose the best method of construction, to foresee and provide against difficulties and delays that may arise during construction due to ground and other local conditions.
- (5) To determine the changes that may arise in the ground and environmental conditions, either naturally or as a result of the proposed works, and the effect of such changes on adjacent works and on the environment in general.
- (6) The Liquefaction Potential of the site as per IS 1893(Part 1) - 2016.
- (7) Study/recommendations on account of phenomenon of "Amplification" due to presence of 'soft layer' if any.

- (8) The nature and classification of the cement to be used in the foundations consistent with the Soil parameters shall also be recommended.
- (9) The Permissible slope of soil during Excavation shall also be recommended.
- (10) Survey of Collar elevation in the same grid to identify the location of boreholes in the layout plan.
- (11) In case of any discrepancy between given details/specifications and BIS, the decision of Engineer-in-Charge shall govern.

Presentation of the Geotechnical Report:

The Agency shall submit soil investigation report in English language. The final soil investigation report shall include complete compilation and consideration of all available data, in-situ and laboratory tests conducted Agency's interpretation and inference of result of shall in-situ and laboratory investigation. It shall include general description of site, geology of the area, soil investigation procedures, description and characteristics of soil and rock, sub-soil conditions, description and results of all in-situ and laboratory tests. The report shall also include drawings showing test locations, borehole logs, subsoil profile, load-settlement and time-settlement curves, tri-axial and unconfined compression test diagrams etc. The Agency shall ensure that all observations made during the field investigation and results of all laboratory tests are incorporated in the final report. The Agency shall perform adequate in-situ and laboratory tests to study and establish the properties of all sub-soil and rock layers.

- (i) Layout Plan showing the Bore holes and Neighboring Structures. Features like Drains, Ponds, and Well etc. if existing within the Plot/Adjacent to the Plot shall also be shown in the Plan.
- (ii) Proposed Super Structure Plan shall be superimposed on the Site Plan. The Location of Bore Holes and position of SPT/ Plate load tests shall be indicated in the plan.
- (iii) A sketch showing the Elevations of Ground Levels, Finished Levels, Proposed Plinth Level, proposed Foundation Level shall be attached. All Levels shall be referred with respect to relevant GTS Bench Mark.
- (iv) Grain size distribution chart shall be attached.
- (v) Bore Log Chart for each Bore Hole showing the levels at which the samples were collected in the format as shown in IS 1892-1979 shall be attached.
- (vi) Graphical presentation of SPT values for each Bore Hole as prescribed in the relevant IS Code shall be attached.
- (vii) Integrated graph showing SPT values/rock parameters for each Bore Hole to give idea of Soil/Rock Profile. Subsoil Water Level to be plotted with Common Datum with reference to GTS bench mark.
- (viii) Results of Evaluation of Liquefaction Potential along with supporting calculations as per IS 1893 (Part -1) - 2016.
- (ix) The value of modulus of subgrade reaction from the Plate Load Test and empirical Relations shall be discussed to arrive at the value to be adopted in Structural Design.
- (x) The report shall clearly specify the process, bore log data, reference charts, location of boreholes in layout plan etc. The various parameters considered i.e. Factor of Safety (FoS) shall be indicated in the report.
- (xi) Providing at least 2 (Two) colour copies of investigation reports.

Recommendations regarding Type of Foundations etc.:

- a) On the basis of the results of the Soil investigation, appropriate type of foundation(s) shall be proposed duly supported with relevant calculations.
- b) The foundation proposed/ recommended should be safe, stable and economical. The recommendations of various type of footings shall include the following:
- c) **For isolated, strip, combined footings:** The various Depths and corresponding allowable bearing capacity for different sizes shall be provided.

- d) **For Raft Foundation:** The various Depths and corresponding gross & allowable bearing capacity for different sizes shall be provided. The value of modulus subgrade reaction on the basis of standard empirical reactions etc. shall be provided.
- e) **Pile Foundations:** The type of Pile shall be specified with reference to IS: 2911(Part 1 to 4). The capacity of piles shall be worked out according to the relevant BIS Codes. The recommendations shall include Mix, Length, Diameter, reinforcement etc. The Depth of fixity shall also be determined as per the relevant BIS Codes. Effect of negative skin friction, if any, shall also be elaborated.
- f) **Piled Raft:** As mentioned in (d) & (e) above and any other recommendations.

Note: Allowable Bearing Capacity is the net intensity of loading which the foundation will carry without undergoing settlement in excess the permissible value for the structure under consideration but not exceeding net safe bearing capacity.

B. Architectural Services

- a. Preparation of Concept and Master Plan (Lay Out Plan).
- b. Also, the architectural planning and concept plan etc. shall in accordance with NBC/ relevant BIS codes / IRC codes / CPWD Norms / Guidelines of Master Plan of Delhi (MPD)-2021 / Unified Building Bye Laws- 2016 GNCTD.
- c. Planning and Design of the Play Grounds, Club House, Gym, Children's Play Areas and Facilities for different sports etc. as per requirements and directions of the owner and the employer.
- d. Planning and design of the outer façade of the building, including 3D façade views, finishes, façade specifications, and related details, as per the requirements and directions of the Owner and the Employer.
- e. Ensure that the various building engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- f. Ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included.
- g. All building designs including Signage, Graphic and landscaping meeting green building certification as per minimum GRIHA -3 Star Rating.
- h. Obtain information required for statutory applications under planning and building acts and any other statutory requirements.
- i. Prepare production information including drawings, schedules and specification of materials and workmanship etc. in sufficient details.

C. Civil & Structural Engineering Services

The Architect/ Architectural firm shall perform all architectural works for the Civil & Structural design work necessary by utilizing the most economical, effective in accordance with NBC / BIS codes/IRC codes/CPWD guidelines/ Guidelines of Master Plan of Delhi (MPD)-2021 / Unified Building Bye Laws- 2016 GNCTD. The Architect shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts and shall at all times show a high degree of professionalism in his work. All the structural design to be got vetted from any IIT with the prior approval of the WAPCOS/Owner.

1. The Architect shall be fully responsible for the design and third party approval of all the Civil & structural engineering works. However, Third party vetting shall not absolve the Architect firm of the structural and functional safety of the buildings. The services to be provided by them shall include but not be limited to the following:

a. Design basis

- Planning for the structural arrangements with the architectural design
- Co-ordination & finalization of arrangements plans
- Beam & Column size finalization
- Beam & Column location
- Slab sunk & projections
- Equipment load estimation in the laboratories
- The stipulated life of structures shall be at least 75 years, and buildings shall be designed for the applicable earthquake zone.
- Any other misc. characteristics of the buildings
- Finalization of design basis & structural systems

b. Design development

- Structural framing for Analysis in a structural Analysis software
- Design of beams & columns based on structural Analysis output of the software
- Workout of support reactions for the design of foundations from the structural analysis software
- Design of foundations
- Design of slabs
- Design of staircases/ramps etc.

c. Drawing stage

- Foundation plans & details
- Column layout plans
- Framing plans (fully coordinated with all disciplines)
- Floor slab structural details
- Column & beam structural details
- Staircases/ramps/lifts etc. details

The Architect shall be responsible, amongst others, for:

- a. Interpretation and integration of the survey / Geo-technical investigations findings, in design / drawings / DPR etc. The Architect shall ensure that the data and findings of the survey and investigation are sufficient and adequate for proper designing.
- b. Ensure that design of Engineering services taking into account various topographical, meteorological, Hydrological etc. reports / information, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system including STP/ETP, Drainage system, Fire-fighting system, other site development works etc. for planning of services.
- c. Ensure that all the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- d. Ensure that the design meets the requirements with regard to future extensions and needs.

The services shall include following major components:

- Water Supply & Plumbing System
- Sewerage and Sanitation System
- Drainage System, Waste Management System (PHE), Rainwater harvesting and storm drainage etc.
- Fire-fighting & Fire Suppression System
- Mechanical works, ventilation systems, HVAC
- Electrical (internal and external), HT/LT substations, power backup system, solar energy etc.
- Accessible features for persons with disabilities
- Building automation systems
- Building Security systems
- Design of computer network cabling, telephone cabling, and IT-related works
- Audio/video systems, furniture planning for all types of buildings
- Any other facility required for the smooth functioning of Project
- Other site development works

D. Electrical Engineering Services

Architect/ Architectural firm shall ensure detailed designs of comprehensive electrical power distribution scheme, indoor and outdoor lighting, lightning protection and earthing systems of all the buildings in accordance with the relevant Indian regulations and Standards. The work shall include, but not limited to the following services:

- a. Design and draw up preliminary schemes on the electrical requirements and on the rating of all the apparatus/ equipment that will be installed in the buildings.
- b. Design the distribution systems and prepare single line diagrams with details of accessories and equipment.
- c. Specify the details and capacities of HT panels, Transformers, LT panels, standby diesel generators and fuel intake, and to specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, LT panel & DG sets.
- d. Design the Sub-station comprising of the HT panel room, transformer room, LT panels room, and generator room to specify the necessary switchgear and control/ changeover panels, capacitor banks, and bus duct, essential and non- essential panels as necessary with the appropriate load shedding.
- e. Detailed specifications of all electrical items, including outdoor / indoor equipment, essential and non-essential panels, power control centers, capacitor panels and the corresponding bill of quantities for the various items.
- f. Detailed Analysis and design of the solar power generation and related technical specifications for solar panels, batteries, connections with internal electrical supplies and with grid. The arrangement should be so designed that the projects generate sufficient electricity for their consumption and the additional electricity, during off peak hours, may be supplied to the grid.

E. Mechanical Engineering Services

The Architect/ Architectural firm shall ensure detailed design of the required Heating, Ventilation & Air conditioning system, as per requirement for all necessary areas of the project.

F. IT Services

The Architect / Architectural firm shall ensure an information system strategy plan carrying the IT needs of the entire complex including computer network cabling, telephone cabling and any other IT-related works. Prepare system requirement specifications document including up-gradation /expandability strategies for the future.

G. Other Services

a. Water Supply System

- i. Calculation of water requirements for the project.
- ii. Design and prepare working drawings of internal and external water supply system including Underground tanks, Overhead tanks, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc. including revision of drawings as per local authority requirement, resubmission and approval.
- iii. Design of hot water supply system consisting of centralized/ localized hot water supply system (Solar/Boiler/Geyser etc.)
- iv. Obtain approval from local bodies for Municipal water supply connections, drilling of tube wells etc.
- v. Prepare specifications and bill of quantities.
- vi. Check and approve detailed drawings and data sheets of suppliers / manufacturers.

b. Sewerage System

- i. Calculation for quantity of waste water generated from different sources and design waste water treatment plant / alternate means of sewerage system such as bio-remediation etc.
- ii. Design and prepare working drawings for internal and external soil/waste disposal systems including revision if any as per requirement of local authority, resubmission and approval.
- iii. Obtain approval from statutory and local bodies for waste disposal.
- iv. Prepare specifications and bill of quantities.
- v. Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

c. Drainage

- i. Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.
- ii. Design and prepare working drawings for rainwater harvesting system.
- iii. Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
- iv. Prepare specifications and bill of quantities.
- v. Check and approve detailed drawings and data sheets of suppliers / manufacturers.

d. Fire Fighting & Fire Suppression System

- i. Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO₂.
- ii. Flooding system, pressurization system, fire extinguisher system, UG tanks, fire pump rooms etc. in line with the statutory requirements including revision if any as per requirement of local authority, resubmission and approval. .
- iii. Size all equipment required and prepares detailed specifications and bill of quantities.
- iv. Obtain necessary license/permissions from the statutory/ local fire authority/bodies etc. as

required.

- v. Check and approve detailed drawings and data sheet of suppliers/ manufacturers.
- e. Comprehensive Engineering and Design Services for Building automation systems, Security systems, Audio/video systems etc. as per requirement of Owner.
- f. Interior design of the buildings and furniture layout plan of each and every room/space, their drawings & approval as per requirement of Owner
- g. Other site development works**
 - i. Design and prepare working drawings (longitudinal & cross section) for Playgrounds, Running/Walking tracks, Children's Play Areas and facilities for other sports etc. roads/ footpaths/ parking areas etc. including revision, if any as per requirement of local authority, resubmission and approval.
 - ii. Planning, Design and prepare working drawings for Club House, Gym, Common Areas etc. including revision, if any as per requirement of local authority, resubmission and approval.
 - iii. Design and prepare working drawings of irrigation system for horticulture.
 - iv. Design and prepare working drawings for recreational facilities like swimming pool etc., as per requirement.
 - v. Planning, Design and prepare working drawings for Develop Accessible features for persons with disabilities
 - vi. Prepare specifications and bill of quantities.
 - vii. Check and approve detailed drawings of suppliers/ manufacturers

2.2.3 ESTIMATE AND COSTING FOR ALL SERVICES

The Architect shall provide all the work and duties in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work. The services to be provided by the Architect shall comprise of, but not limited to the following:

- Initial Preliminary Cost planning for the project based on the latest CPWD plinth area rates with appropriate cost index for obtaining Administrative Approval and Expenditure Sanction (A/A & E/S), including the cost of associated design services, site development, landscaping, cash flow requirements for design cost, construction cost, statutory and third party certification cost, etc.
- Carry out inspections and surveys; prepare estimates for the buildings, services, electrical, PHE, HVAC and all components of the building based on the latest CPWD DSR (Delhi Schedule of Rates) items and rates plus market rates for items not available in CPWD DSR supported with proper analysis of rates for labour and materials, as per CPWD/Government of India norms..
- Cost justification based on market rate analysis after opening of tender for all the items as per current market rates and trends.
- Prepare and submit cost estimates for the project at outline scheme design, preliminary design stage and final design stage.
- Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run in project cost and to take appropriate measures to achieve it.
- Prepare a projected cash flow for the contract at start of construction and at any time as required by the Client.
- Prepare complete tender documentation including specifications, detailed Bill of Quantities, Conditions of Contract etc. Technical specifications, the detailed nomenclature of items along

with specifications, approved makes, tender drawings, BOQ formats, contract documents formats and clause to be approved by Owner / Client.

- The entire responsibility for the correctness and completeness of the tender documents rests with the architect/consultant.
- The tender document shall be prepared with the objective to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while awarding the construction work to a construction agency.
- Identification & monitoring of quantities of execution.
- Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.
- Preparation of contract documentation.
- Prepare and submit contract documents for signature, if required.
- Carry out such other duties as may be required of the Architect in the pre-contract stage on this project.
- Site meeting, coordination meetings and any other meetings as and when required.
- Assist the Client in replying queries from audit/internal control departments and other technical committees of statutory authorities like CTE/CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the Client in connection with queries from audit / internal control departments.
- Carry out such other duties as may be required of the Architect in the post - contract stage on this project.

Detailed Estimate

- The Architect shall be responsible to start the work immediately take up preparation of detailed Engineering and working drawings of different building / structures and get the drawings so prepared, approved from the Competent authority of Employer / Owner /local authorities so that simultaneously work could be started without loss of time. As such Architect shall ensure to get all the architectural/working drawings approved from competent authority of Employer / Owner /local authorities in planned phased manner and the corresponding details prepared by all means.
- Architect shall, while planning and preparing detailed estimate of the project, endeavor to use existing infrastructure, materials etc. to the possible extent so as to reduce the cost of construction.
- The Architect shall discuss all the points/shortcomings/new requirements, if any and shall take their concurrence on all the observations.
- If any new component is to be added to the scheme, the Architect shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- Undertaking site visits or to attend meetings to collect details/ data/ information required for planning purposes, holding necessary discussions with Employer / Owner and obtaining requirements of the Project and attending meetings with concerned officials at places decided by the owner /client, as and when required shall have to be borne by the Architect and shall be covered within his quoted amount and nothing extra shall be payable on this account.
- Carrying out all modifications / deletions / additions / alternations /in design / drawing/documents as required by Employer / Owner or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the owner.

- The Architect shall prepare and get approval of DPR/preliminary estimates/ concept/detailed estimates from Employer / Owner. The suggestions/modifications etc. shall be incorporated by the Architect and shall get final approval on the DPR from all the concerned authorities

2.2.4 PREPARATION OF DETAILED PROJECT REPORT

Preparation of Detailed Project Report including Preparation of list of spaces in consultation with Employer / Owner, Master plan of whole area including area statements, Building wise Floor plans, Elevations and Sections, Master plan, concept plan, architectural design & drawing, specifications/drawings of each and every item/make having equal rating/ quantity, site development e.g. roads, boundary wall, parking, security services, rain water harvesting & landscaping, plumbing, firefighting including smoke detectors and fire alarms, drainage & waste management, external development, Internal and external electrification, IT, HVAC, including all statutory and local bodies approvals/ clearances to start, occupy and commission the buildings and services, layout, planning. Preparation of tender documents showing detailed specifications, plans showing all dimensions etc. and selection of executing agency and procurement vendors, contract documentation etc. The DPR shall include but not limited to the following:

- a) Detailed Layout of Scheme of a particular Length/ Section/ sector showing various components will be shown on drawings.
- b) Report of topographical survey/contouring, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc.
- c) Detailed report on Geo-technical & its findings and results.
- d) Ultimate disposal point, intermediate rain water harvesting system etc.
- e) Technical Parameters covering the followings:
 - Detailed Architectural, structural, & flowchart drawings.
 - Designs details duly certified by WAPCOS/Local bodies Govt. Agencies/Vetting Agencies. The design details shall be got proof checked from any of the IITs/ nominated by Owner / client.
 - Detailed specifications of each work.
 - Quality assurance scheme giving details of equipment and tests to be carried out with their frequency keeping IS Codes in view.
 - Format for monitoring progress during construction stage.
 - Bills of quantities duly priced. All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where DSR /SSR etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in DSR shall have to be submitted. In case of Market rate items, detailed analysis along with quotations from manufacturers/authorized dealers is to be submitted.
 - Architect has to ensure the availability of his representatives (Architect/Structural Engineer/ Electrical, Environmental, HVAC etc. Engineers) to provide day to day clarifications & interaction with Owner / WAPCOS officials as & when required at site.
 - Any other drawings/information/details required for completion of preliminary estimates/concept/detailed estimates for execution of work but not mentioned above.

2.2.5 APPROVAL FROM CLIENT

The scope includes obtaining approvals of Layout Plan, Preliminary Estimate, Detailed Estimate, Drawings, Designs, Detailed Estimate and Detailed Project Report from the owner and other Govt. departments.

2.2.6 APPROVAL FROM STATUTORY AND LOCAL AUTHORITIES

- The scope also includes pre and post construction approvals from local authorities and statutory bodies like Delhi Development Authority (DDA), Municipal Corporation of Delhi (MCD), Fire Department, Central/State Pollution Control Board, Environmental Clearance/Ministry of Environment, Forest and Climate Change (MoEF), NGT, Tree Cutting Permission, Airport Authority of India, Electricity Departments, Delhi Jal Board, Delhi Urban Art Commission, Delhi Metro Rail Corporation, National Monument Authority, Explosive Department, State Government, Water Authority, Ground Water Authority, Urban Development Ministry etc. The concerned statutory authorities of that area shall be approached for securing all necessary approvals for the construction of buildings and associated services proposed under the project, to facilitate the commencement of construction work, secure the occupancy certificate prior to project handover, and enable the owner to occupy and commission the building along with all services.
- The Architect/Consultant will prepare a list of all applicable statutory approvals required from statutory authorities for both commencement of construction work and before handover of the facilities of the building to the Owner, along with the documents required to be submitted for getting approvals, name and address of the concerned department, expected time required to obtain approvals, statutory fee details, and submit to the WAPCOS/Owner and take action accordingly. All plans shall be accepted by the WAPCOS/Owner before submission for statutory approvals.
- The WAPCOS/Owner will issue necessary official requests/letters wherever required.

2.2.7 PERIODIC SITE VISITS AND ASSISTING WAPCOS IN QUALITY CONTROL AND IMPLEMENTATION

- The architectural firm/ Architect will assist WAPCOS in checking/ reviewing the progress report to be submitted by Executing Agency.
- Architectural Firm/ Architect shall assist WAPCOS to check/review the Periodic reports (weekly/fortnightly/monthly/annually) to be submitted by the Executing Agency on the progress of the project. Format and type of the report would be worked out by Architect in consultation with WAPCOS, without any extra cost.
- The architectural firm/ Architect will assist WAPCOS in checking/ reviewing construction methods proposed by the contractor(s) to ensure that these are satisfactory with the technical requirements, project implementation schedule, environmental aspects, and safety of workers, personnel, and the general public.
- The architectural firm/ Architect shall, if required, assist WAPCOS in day-to-day site-related activities executed by the Executing Agency, in consultation with WAPCOS, without any extra cost.

- The Architectural firm/ Architect may require to carry out the inspection of various electrical, mechanical, IT, and other relevant equipment at the factory premises on behalf of WAPCOS.

2.2.8 IN ADDITION THE ARCHITECT WILL PERFORM THE FOLLOWING DUTIES:

- a. Wherever the work involves any structural design/additions/alterations, the Architect shall check, vet & recommend and furnish one complete set of structural design and its calculations for WAPCOS approval to be submitted by Executing agency.
- b. Preparation and release of Good for Construction drawings to the satisfaction of the WAPCOS/Owner and to ensure that extra items are minimized.
- c. Arrange for clarifications and/or resolution of conflicts pertaining to construction drawings, specifications, and engineering problems.
- d. Assist WAPCOS during inspection of work by the officials of the various departments, record their observations and help rectification as per the observations of officials, if any.
- e. Assist WAPCOS in all arbitration proceedings between the contractor/s and WAPCOS. The Architect shall also provide necessary information to WAPCOS in such proceedings and prepares report/replies to the claims of the contractor.
- f. Advise WAPCOS well in advance regarding steps to be taken to discharge its responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- g. The Architect shall attend periodical review meetings for smooth completion of work and attend meetings as called by WAPCOS
- h. In case of any dispute, the decision of WAPCOS shall be final and binding on all.
- i. Site meeting, coordination meetings and any other meetings as and when required.
- j. Assist the Client in replying queries from audit/internal control departments and other technical committees of statutory authorities like CTE/CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the Client in connection with queries from audit / internal control departments.
- k. Carry out such other duties as may be required by the Client/owner in the post-contract stage on this project.

2.2.9 PHYSICAL MODEL AND WALKTHROUGH

After finalization of Concept plan One number model of Typical Project Site of minimum size of 10ft x 5 ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the Employer / Owner.

2.3 PERIOD OF COMPLETION

The completion of the project is envisaged as 24 months from the commencement of the project / handing over the project to owner, whichever is later. The Operation and Maintenance of infrastructure facilities shall be of two years (including one year of Defect Liability Period) from the Handing over the project to the owner.

2.4 ELIGIBLE BIDDERS

- i. The Bidder must be a Reputed, Resourceful, Experienced, Competent and Eligible Company/ Firm / partnership firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate.
- iii. The Director/ partner/ Proprietor / Principal Architect of company should be registered with Council of Architecture, India and should have minimum experience of 20 years after obtaining architectural degree.
- iv. The average annual turnover of the bidder shall not be less than Rs. 51.48 Lakh (Rupees Fifty One Lakh Forty Eight Thousand only) for last five financial years, ending March 2025. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA).
- v. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.
- vi. The bidder shall submit an undertaking, duly certified, stating that they have not executed any work that was demolished due to structural failure, structural unsafety, construction not being in accordance with applicable Indian Standard Codes, or any similar deficiencies.
- vii. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25.
- viii. The bidder should be ISO 9001:2015 certified, and the same shall be supported by a valid registration certificate.
- ix. The bidder should have completed architectural consultancy for at least One GRIHA/LEED/IGBC certified project with minimum 4 (four) star rating, and the same shall be supported by document.
- x. The bidder should have at least one project that has secured approvals from Municipal Corporation of Delhi (MCD), Delhi Fire Service (DFS), Delhi Urban Art Commission (DUAC).
- xi. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:
 - One Similar work of value not less than Rs. 82.36 Lakh (Exclusive GST)
 - Or
 - Two Similar works of value not less than Rs. 61.77 Lakh (Exclusive GST)
 - Or
 - Three Similar works of value not less than Rs. 41.18 Lakh (Exclusive GST)

Similar works means: Architectural and Design Engineering Consultancy Services for Construction of Residential Buildings including MEP work, Data/ LAN system, Lifts, Alternative renewal energy, fire-fighting & fire detection, PHE, STP, Rain water harvesting, Landscaping, design, superior specifications, external development including Roads, drainage, sewage irrigation & water supply, UG tanks & OHT Tanks, with construction technology (Monolithic/shear wall/RCC Frame) comprising a minimum of G+12 storeys, etc.

Notes:

- The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.

- The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.
 - For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates.
- xii. The bidder must submit Integrity Pact and Integrity Agreement with this bid as per Annexure-XVIII.

2.5 NO. OF BID PER BIDDER

Each Bidder shall submit only **1 (one)** Bid as a sole bidder. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

2.6 JOINT VENTURE/CONSORTIUM/ASSOCIATION

Joint ventures / Consortium / Associations are not allowed in this tender

2.7 SITE LOCATION AND SITE VISIT

The Location of proposed project is Sector-19, Dwarka, Delhi. The bidder shall satisfy regarding all aspects of site conditions of the Locations 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.

2.8 COST OF BIDDING

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

2.9 MAXIMUM CEILING OF CONSULTANCY FEE

The consultancy fee shall be limited to 0.60% of the construction cost. The consultancy fee shall be inclusive of GST and all other taxes.

II - BIDDING DOCUMENTS

2.10 CONTENTS OF BID DOCUMENTS

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

- i. Notice Inviting Tender (NIT)
- ii. Instructions to Bidders (ITB)
- iii. Conditions of the Contract (GCC)
- iv. Annexures
- v. Financial Bid
- vi. Any other document as forming part of the Contract.

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

2.11 CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Additional Chief Engineer, WAPCOS who will respond to any request for clarification, if necessary. The queries may be sent to: **rd@wapcos.co.in**. The pre-bid meeting shall be held, as per the schedule mentioned in the NIT.

2.12 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its 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 its discretion extend as necessary 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 GeM-portal and submit along with the submission of Bid as token of acceptance. .

III - PREPARATION OF BIDS

2.13 LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and WAPCOS shall be written in the **English language** only.

2.14 DOCUMENTS COMPRISING THE BID

The Bid to be prepared and submitted by the Bidder for consideration shall comprises of the following:

- i. Information to be provided by the Bidder as per **Annexure-1**.
- ii. Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-II**.
- iii. Signed & scanned copy of duly filled Bidders' Organization Details as per **Annexure-III**
- iv. Signed and Scanned Copy of the Details of Directors/Partners/Proprietors as per **Annexure-IV**.
- v. Documentary evidence of having deposited the Bid Processing Fee as well as EMD quoting UTR of RTGS/NEFT as per **Annexure-V**.
- vi. Bid Security Declaration as per **Annexure - VI**.
- vii. Undertaking Regarding Blacklisting / Non - Debarment as per **Annexure-VII**.
- viii. Details of Similar Works Completed as per **Annexure-VIII**.
- ix. Details of Financial Status of the organization with certificate must carry the UDIN (Unique Document Identification Number) as per **Annexure-IX**.
- x. Letter of Undertaking of No Conviction Certificate as per **Annexure-X**.
- xi. List of consultants associated on regular Basis as per **Annexure-XI**.
- xii. Letter of Undertaking of Understanding of the Project Sites as per **Annexure-XII**.
- xiii. Letter of No Deviation Certificate as per **Annexure-XIII**.
- xiv. Details of Litigation History, Liquidity Damages, Disqualification as per **Annexure-XIV**.

- xv. Form of Solvency Certificate as per **Annexure-XIX**.
- xvi. Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per **Annexure-XX**.
- xvii. Signed & scanned copy of Certificate of registration of Company/ Firms.
- xviii. Signed & scanned copies of documents for GST Certificate, PAN, Registration / Incorporation Certificate.
- xix. Signed & scanned copies of Provident Fund Certificate, ESIC Certificate & GeM portal registration.
- xx. Signed & scanned copy of Audited Balance Sheets for the last five years as a proof of turnover and profit details.
- xxi. Signed & scanned copy of Letter of Award/ Work Order regarding experience/ operations in similar types of works.
- xxii. Signed & scanned copy of the notarised Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.

The Bid Processing Fee, Bid Security/EMD/ Documentary Proof for waiver of the same, shall be submitted by the Bidder before the date & time of submission of Bid, failing which the Bid shall be summarily rejected and the Bid shall not be opened. Completed Bidding documents, Annexures etc., used thereto shall be duly filled in and signed wherever required without altering the formats.

NO INFORMATION RELATING TO FINANCIAL TERMS OF SERVICES SHOULD BE INCLUDED IN THE TECHNICAL BID

2.15 QUALIFYING CRITERIA:

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

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

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

UPLOADING OF TECHNICAL BIDS

Bidder will arrange & prepare the all required documents as per Table no.-1.

After that Bidder will arrange all these documents serial wise as per order given in Table-1 i.e. S.N: 1 to 29 below.

After that bidder will put continuous page number (without any break) on each page.

These page numbers shall be marked by bidder in “Check List” again each required documents

After that Authorized representative of bidder shall Sign & Stamp on each page of these arranged numbered documents.

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

Table -1: Documents for Technical Qualification

CHECK LIST

Name of Bidder: M/s

Name of Work.....

S. No.	Particulars	Page Nos. (from - to)
1	Information to be provided by the Bidder as per Annexure-I	
2	Signed & scanned copy of duly filled Bid Acceptance Letter as per Annexure-II	
3	Signed & scanned copy of duly filled Bidders Organization Details as per Annexure-III	
4	Signed and Scanned Copy of the Details of Directors/Partners/Proprietors as per Annexure-IV	
5	Documentary evidence of having deposited the Bid Processing Fee as well as EMD quoting UTR of RTGS/NEFT as per Annexure-V	
6	Bid Security Declaration as per Annexure-VI	
7	Undertaking Regarding Blacklisting / Non-Debarment as per Annexure-VII	
8	Details of Similar Works Completed as per Annexure-VIII	
9	Details of Financial Status of the organization with certificate must carry the UDIN as per Annexure-IX	
10	Letter of Undertaking of No Conviction Certificate as per Annexure-X	
11	List of consultants associated on regular basis as per Annexure-XI	
12	Letter of Undertaking of Understanding of the Project Sites as per Annexure-XII	
13	Letter of No Deviation Certificate as per Annexure-XIII	
14	Details of Litigation History, Liquidity Damages, Disqualification as per Annexure-XIV	
15	Integrity Pact and Integrity Agreement as per Annexure-XVIII	
16	Form of Solvency Certificate as per Annexure-XIX	
17	Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per Annexure-XX	
18	Signed & scanned copy of Certificate of registration of Company/Firms	
19	Signed & scanned copies of documents for GST Certificate, PAN, Registration/Incorporation Certificate	
20	Signed & scanned copies of Provident Fund Certificate, ESIC Certificate & GeM portal registration	
21	Signed & scanned copy of Audited Balance Sheets for the last five years as a proof of turnover and profit details	
23	Undertaking certified that no work executed by bidder was demolished due to structural failure/unsafety/not as per Indian Standard Codes etc.	
24	ISO 9001:2015 Certification – Valid registration certificate	
25	Completion of at least one architectural consultancy project (GRIHA/LEED/IGBC) with minimum 4 star rating and certification	

26	At least one project with approvals from MCD, DFS, DUAC	
27	CURRICULUM VITAE (CV) OF KEY EMPLOYEE as per Annexure-XXIII	
28	One residential project for Judges of SC/HC, minimum 25m height, completed in last 7 years	
29	Approach & Methodology (Understanding TOR, Planning & Design, Green Building Concept, Team, Work Plan/Timelines, Approvals)	

2.16 FINANCIAL BID

The Financial Bid shall be submitted online only on GeM Portal **as per Annexure-XXII** along with Bid before last date & time of submission of Tender Document.

2.17 BID PRICES

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in *ITB Clause-2.2* and its sub-clauses based on the prices submitted by the Bidder as per the Financial Bid as per **Annexure-XXII**. *In case the bidder quotes his price, which is lower than more than 40% of the estimated cost of the project, the bidder shall be required to submit an additional bank guarantee at the time of award of work, equivalent to the amount of difference between the quoted amount and the estimated cost of the project. The bank guarantee shall be valid upto the project completion including the operation & maintenance period. Quote of the bidder in percentage of the construction cost of the project shall remain fixed.*

2.18 CURRENCY OF BID AND PAYMENT

The payment shall be made in **Indian Rupees** only.

2.19 BID VALIDITY PERIOD

- Bids shall remain valid for acceptance for a period of **90 days (Ninety days)** from the date of opening of Bids.
- The last date for submission of bid shall be reckoned from the last extension of bid, if any.
- In exceptional circumstances, prior to expiry of the original bid validity period, the client may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required/nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly. The provision of Clause 2.18 of this section regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

2.20 BID SECURITY / EARNEST MONEY AND BID PROCESSING FEE:

The Earnest Money Deposit (EMD) of **Rs. 2,05,908/- (Rupees Two lakh five thousand nine hundred and eight only)** 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:

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

& **Rs. 10,000/- (Rupees Ten Thousand only)** as Tender processing fee WAPCOS to be Deposited 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 and Tender Processing Fee of WAPCOS. 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 in the e-tendering system by the time of submission of Bid.

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 in the e-tendering system by the prescribed date. The Addl. Chief Engineer 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 Tender Processing Fee shall be submitted as per the details mentioned in the NIT. The bids without Tender Processing Fee and / or EMD shall be summarily rejected and shall not be evaluated further.

2.21 BIDDING CONDITION

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

2.22 FORMAT FOR SUBMITTAL

Format for submittal of related information for Bid shall be as per the Annexures of *Section-IV* and shall be strictly adhered to.

IV - SUBMISSION OF BIDS

2.23 ONLINE SUBMISSION OF BID

The technical bid shall be uploaded on the e-tendering portal and the documents such as EMD, Tender Fee, Solvency Certificate and other stamped paper documents shall also be submitted physically (Hard Copy) at the address mentioned in NIT however Financial Bid shall be submitted online only.

This Tender/ Bid shall follow a SINGLE STAGE TWO ENVELOPE BID SYSTEM i.e. Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.14 and EMD as per clause 2.19 of ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

- i) Documentary evidence of having deposited the cost of bid document and EMD quoting reference of RTGS/NEFT/FDR or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii) Signed & scanned copy of all duly filled Forms and Annexures as per Tender documents.
- iii) All the necessary documents required for evaluation of the bid.

b. 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-XXII of Section-IV** of Bid document in a lump sum amount. Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted.

In case of physical submission of financial bid, the bid shall be summarily rejected.

The Bidder is requested to submit any questions by e-mail to concerned official of WAPCOS not later than **4 (four)** days before the last date of submission of Bid.

The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

2.24 BROAD OUTLINE OF ACTIVITIES FROM BIDDER'S PERSPECTIVE:

i) Submission of Bids

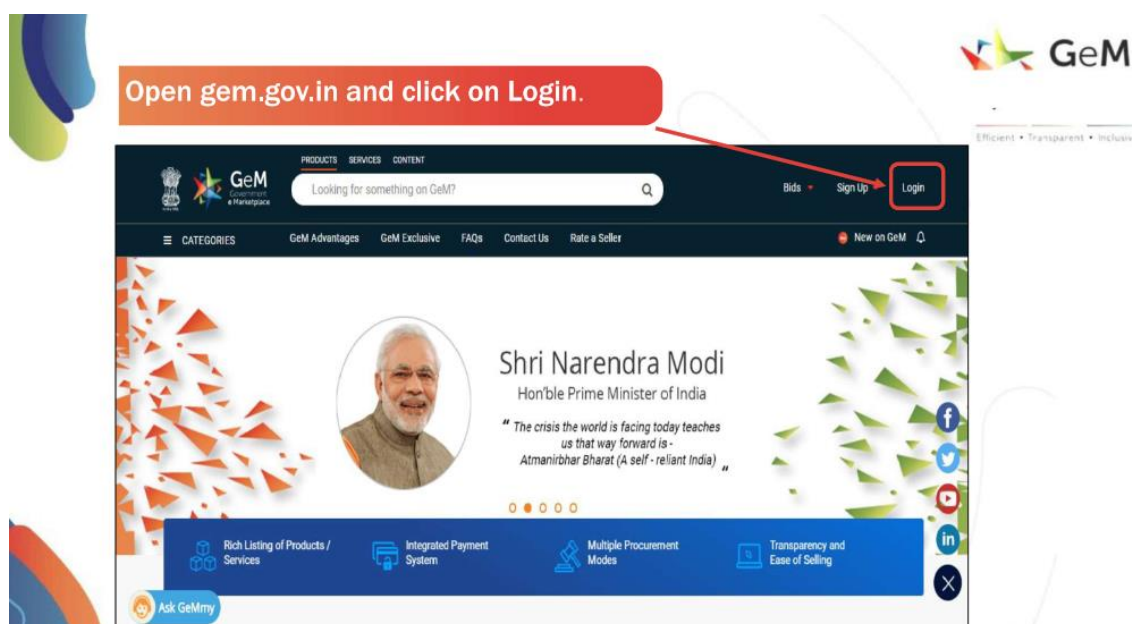
Online submission of Bid

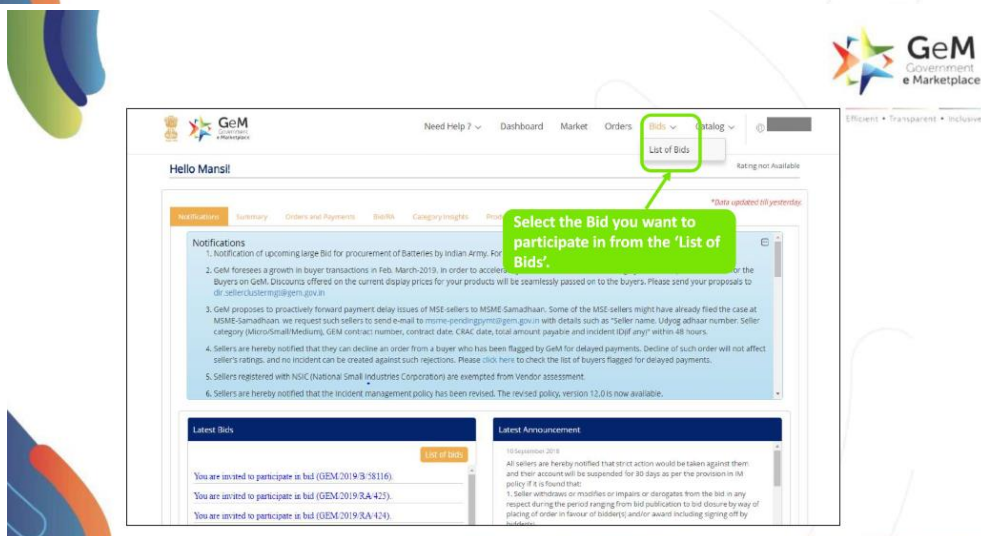
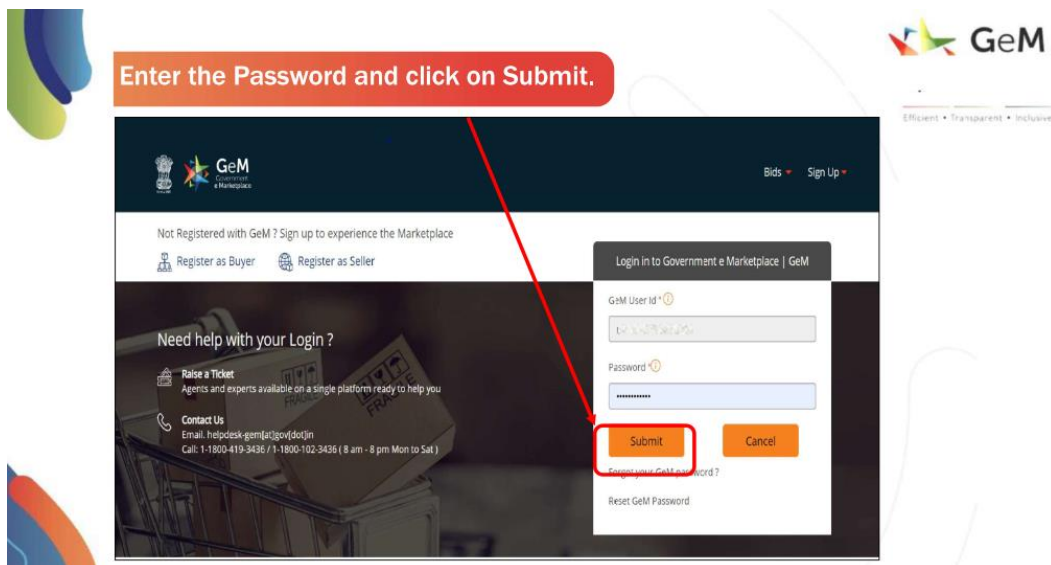
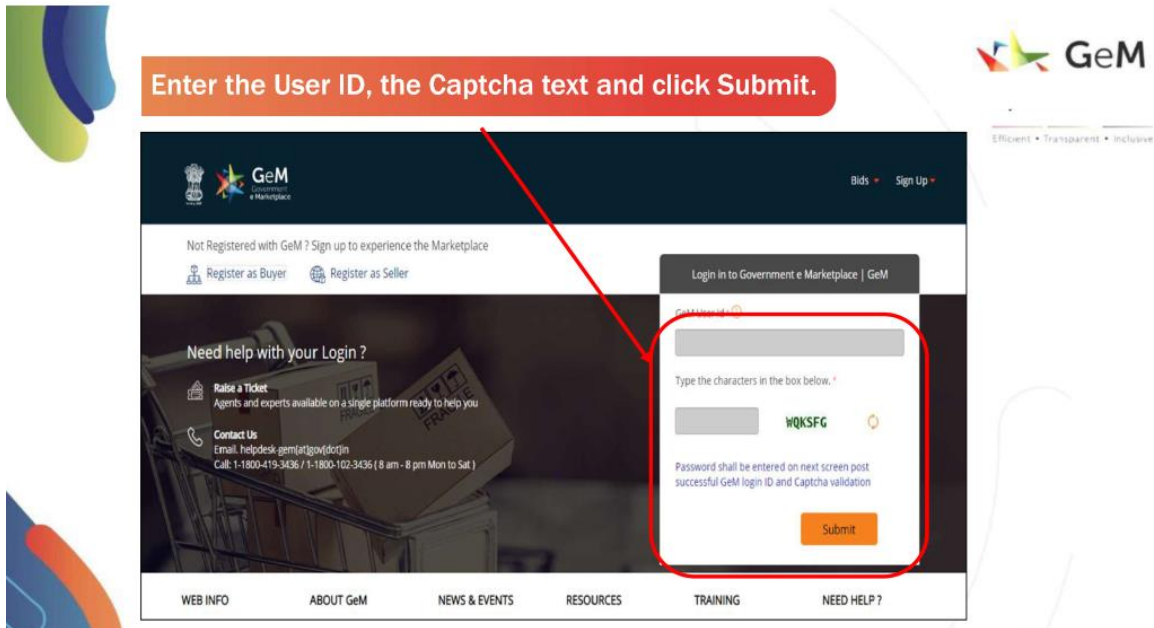
The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at gem.gov.in

ii) General

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

iii) Broad Outline of Activities from Bidder's Perspective







GeM Government e Marketplace

Need Help | Dashboard | Market | Orders | Bids | Catalog

Bids / RfIs | Service Bids/RfIs | Bunch Bids/RfIs | Service Bunch Bids/RfIs | Bid to RfIs | FILTER BY | Enter search terms

BID NO: GBM/2019/050100
Bemco Plaster Putt
Quantity Required: 2
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 11-02-2019 05:28 AM
End Date: 11-02-2019 05:28 AM
Participation Status: Financial Pending
[Participate]

BID NO: GBM/2019/050101
Bemco Human Resource Services
Quantity Required: 1
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 07-02-2019 11:24 AM
End Date: 19-02-2019 02:00 PM
Participation Status: Technical participated
[Participate]

BID NO: GBM/2019/050102
Bemco Data Analytics Services
Quantity Required: 1
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 03-02-2019 10:54 AM
End Date: 23-02-2019 01:00 PM
Participation Status: Not participated
[Participate]



GeM Government e Marketplace

Need Help | Dashboard | Market | Orders | Bids | Catalog

Bids / RfIs | Service Bids/RfIs | Bunch Bids/RfIs | Service Bunch Bids/RfIs | Bid to RfIs | Custom Item Bids/RfIs | FILTER BY | Enter search terms

BID NO: GBM/2020/0102011
Bemco Annual Maintenance Service - EFABK System
Quantity Required: 1
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 04-02-2022 09:42 AM
End Date: 04-02-2022 09:42 AM
Participation Status: Not participated
[Participate]

BID NO: GBM/2020/0102012
Bemco Manpower Outsourcing Services - Minimum Wage - Skilled
Quantity Required: 5
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 02-02-2022 01:07 PM
End Date: 02-02-2022 02:30 PM
Participation Status: Not participated
[Participate]

BID NO: GBM/2020/0102013
Bemco Goods Transport Service - Per Trip Based Service
Quantity Required: 1
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 05-02-2022 01:28 PM
End Date: 05-02-2022 02:30 PM
Participation Status: Not participated
[Participate]



GeM Government e Marketplace

Need Help | Dashboard | Market | Orders | Bids | Catalog

Bids / RfIs | Service Bids/RfIs | Bunch Bids/RfIs | Service Bunch Bids/RfIs | Bid to RfIs | FILTER BY | Enter search terms

BID NO: GBM/2019/050100
Bemco Human Resource Services
Quantity Required: 12
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 11-02-2019 05:28 AM
End Date: 11-02-2019 05:28 AM
Participation Status: Financial Pending
[Participate]

BID NO: GBM/2019/050101
Bemco Cleaning And Sanitation Services
Quantity Required: 1000
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 07-02-2019 11:24 AM
End Date: 19-02-2019 02:00 PM
Participation Status: Technical participated
[Participate]

BID NO: GBM/2019/050102
Bemco Data Analytics Services
Quantity Required: 1
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer Air Force Construction Indian Army
Start Date: 03-02-2019 10:54 AM
End Date: 23-02-2019 01:00 PM
Participation Status: Not participated
[Participate]



Efficient • Transparent • Inclusive

Need Help

Dashboard

Market

Orders

Bids

Catalog

en

HOME / SELLER PARTICIPATION

TECHNICAL BID

OFFER PRICE

UPLOAD DOCUMENTS

END & CONFIRM

VERIFY BIDS

SA Requirement

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Click here to fill in the technical offering.

Cleaning And Sanitation (1000)

Participate

PRIVACY INFO

ABOUT GeM

NEWS & EVENTS

RESOURCES

TRAINING

NEED HELP ?

Privacy Policy

Introduction to GeM

Newsroom

Terms and Conditions

LMS

FAQs

Terms of Use

Careers

Gallery

Buyers

Training Calendar

Video Guides

Copyright

MOUs

Notifications

Sellers

Training Module

Raise a Ticket

Return Policy

Testimonials

CCM Schedule

Miscellaneous

Facilitation

Contact Us

Disclaimer

Statistics

Forum

Analytics

Download GeM Logo

Document Help

Caution Notice

RTI

Web Information Manager

New on GeM

INCIDENTS

Stampup

Government of India

Ministry of Commerce and Industry

Ministry of Electronics and Information Technology

Ministry of Skill Development and Entrepreneurship

Ministry of Health and Family Welfare

Ministry of Labour and Employment

Ministry of Law and Justice

Ministry of Micro, Small and Medium Enterprises

Ministry of Railways

Ministry of Road Transport and Highways

Ministry of Science and Technology

Ministry of Social Justice and Empowerment

Ministry of Sports

Ministry of Textiles

Ministry of Tourism

Ministry of Urban Development

Ministry of Welfare

Ministry of Women and Child Development

Ministry of Youth Affairs and Sports



Efficient • Transparent • Inclusive

TECHNICAL BID

OFFER PRICE

UPLOAD DOCUMENTS

END & CONFIRM

VERIFY BIDS

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Select the appropriate options for the Core Specifications and Add On(s).

Cleaning And Sanitation (1000)

Participate

Additional Required Data/Document(s)

Text : TEST

Cleaning : 1551171433.pdf

Specification	Bid Requirement	Offered
Core		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Add-on(s)		
Soap	Liquid Soap	Nothing selected
Broom	Long	Nothing selected

Save and Continue



Efficient • Transparent • Inclusive

Cleaning And Sanitation (1000)

Participate

Additional Required Data/Document(s)

Text : TEST

Cleaning : 1551171433.pdf

Specification	Bid Requirement	Offered
Core		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Add-on(s)		
Soap	Liquid Soap	Liquid Soap
Broom	Long	Long

Click here to save and continue.

Save and Continue

PRIVACY INFO

ABOUT GeM

NEWS & EVENTS

RESOURCES

TRAINING

NEED HELP ?

Privacy Policy

Introduction to GeM

Newsroom

Terms and Conditions

LMS

FAQs

Terms of Use

Careers

Gallery

Buyers

Training Calendar

Video Guides

Copyright

MOUs

Notifications

Sellers

Training Module

Raise a Ticket

Return Policy

Testimonials

CCM Schedule

Miscellaneous

Facilitation

Contact Us

Disclaimer

Statistics

Forum

Analytics

Download GeM Logo

Document Help

Caution Notice

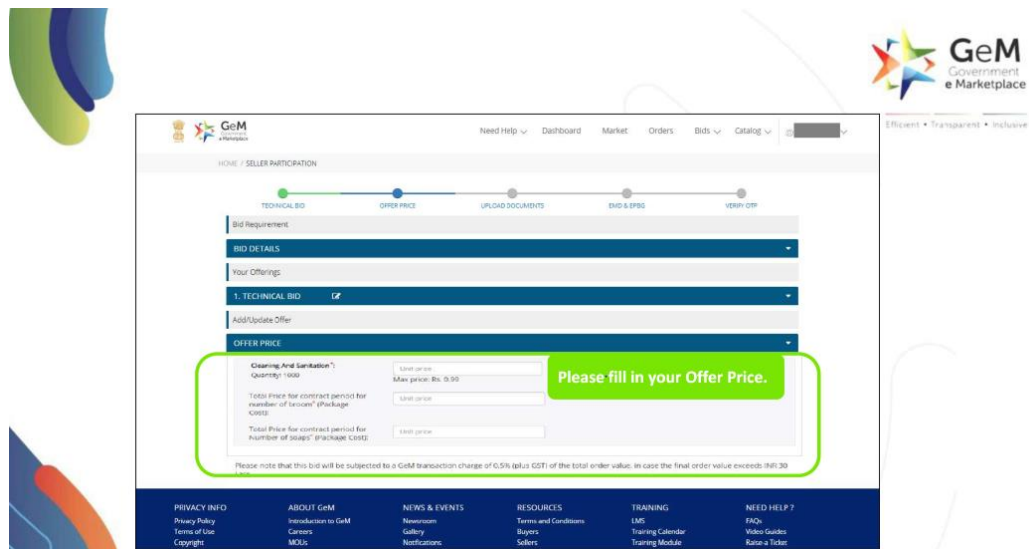
RTI

Web Information Manager

New on GeM

INCIDENTS

Stampup



GeM
Government e Marketplace

Need Help ▾ | Dashboard | Market | Orders | Bids ▾ | Catalog ▾

HOME / SELLER REGISTRATION

TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | END & EPOB | VERIFY OFF

Bid Requirement

BID DETAILS

Your Offerings:

1. TECHNICAL BID ☒

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation*
Quantity: 1000
Unit price:
Max price: Rs. 0.99

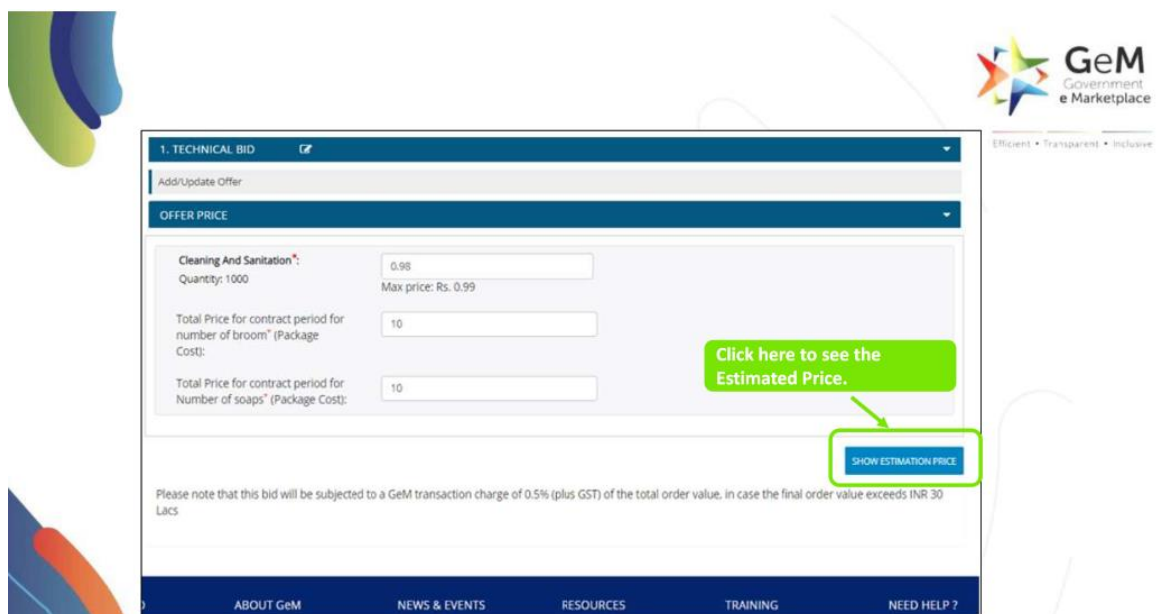
Total Price for contract period for number of broom* (Package Cost):

Total Price for contract period for Number of soaps* (Package Cost):

Please fill in your Offer Price.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

PRIVACY INFO | ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



GeM
Government e Marketplace

Efficient • Transparent • Inclusive

1. TECHNICAL BID ☒

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation*
Quantity: 1000
Unit price: 0.98
Max price: Rs. 0.99

Total Price for contract period for number of broom* (Package Cost): 10

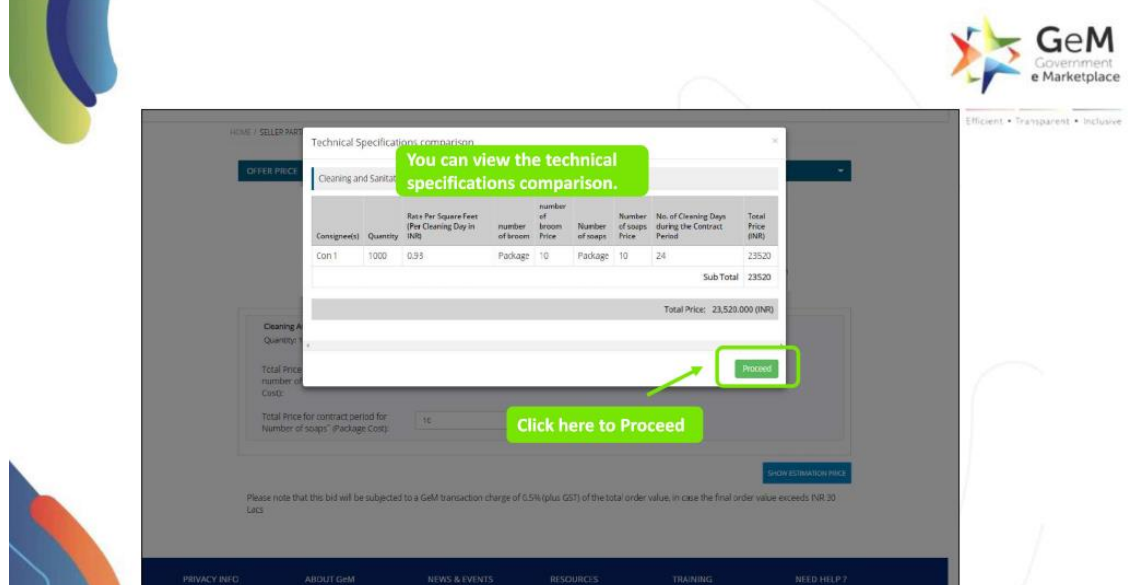
Total Price for contract period for Number of soaps* (Package Cost): 10

Click here to see the Estimated Price.

SHOW ESTIMATION PRICE

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



GeM
Government e Marketplace

Efficient • Transparent • Inclusive

Technical Specifications comparison

Cleaning and Sanitation

You can view the technical specifications comparison.

Consignee	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	Number of broom	Number of soaps	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.95	Package	10	24	23520
Sub Total						23520
Total Price:						23,520.000 (INR)

Proceed

Click here to Proceed

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

PRIVACY INFO | ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).

Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle)*:	20000	Change Price
--	-------	--------------

Quantity: 1

Click here to save your price and continue.

ENCRYPT & SAVE

Your price will be encrypted with buyer public key. Now you will not be able to view your price. This can be open with Buyer private key.

ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Specify the offer price (inclusive of all taxes, GST % included) for the below item(s).

Custom Bid New(Lumpsum Cost Of The Specified Service Holistically For Entire Contract Duration) *

The bidder should fill total lumpsum cost for the entire contract.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

WEB INFO | ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover *

Certificate (Requested In ATC) *

Seller *

Please Upload Financial Document *

Financial and other document to be uploaded by the seller.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.

BidCategory

Are you service MSE for this service? *

MSE Category Certificate

Please Note:

1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.

2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.



OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: No file chosen

Certificate (Requested in ATC): No file chosen

Seller: No file chosen

Please Upload Financial Document: No file chosen

BidCategory

Are you service MSE for this service? ☒ Yes ☐ No

MSE Category Certificate No file chosen

File uploaded: 1643709634.pdf

Note:

1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.

2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM without any further notice.

GeM Government e Marketplace

Efficient • Transparent • Inclusive

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Bid Document

Verify OTP

GeM Government e Marketplace

Efficient • Transparent • Inclusive

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID ☒

2. OFFER PRICE ☒

3. UPLOAD DOCUMENTS ☒

4. EMD & EPBG ☒

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Bid Document

Verify OTP

Mobile OTP verification

Please enter the OTP that has sent to your registered mobile.

Enter OTP: 111111

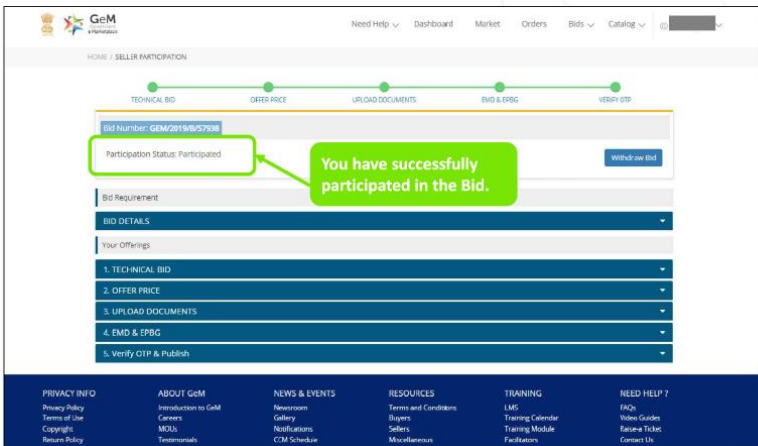
Verify

Your mobile authentication successful

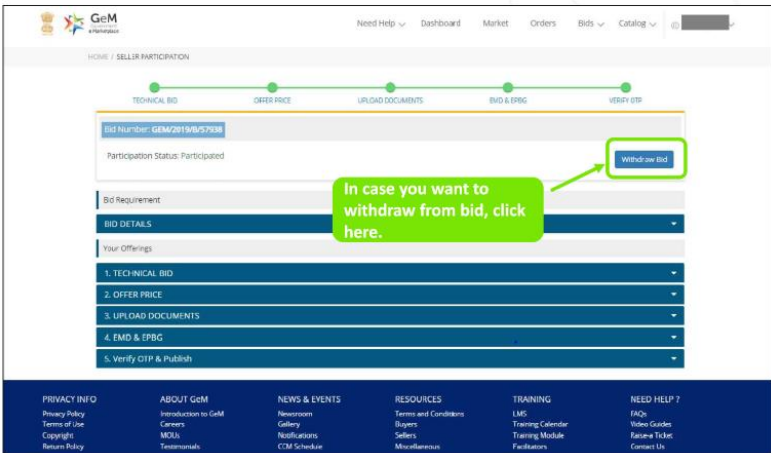
Not received OTP in 300 minutes?

GeM Government e Marketplace

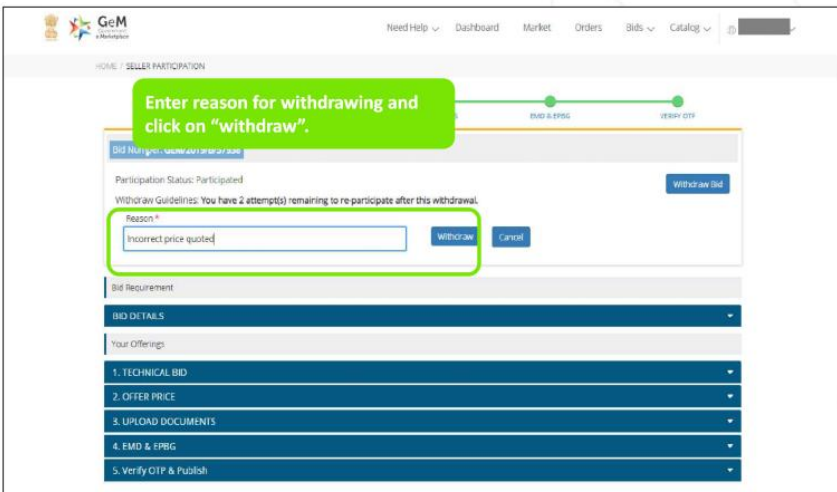
Efficient • Transparent • Inclusive



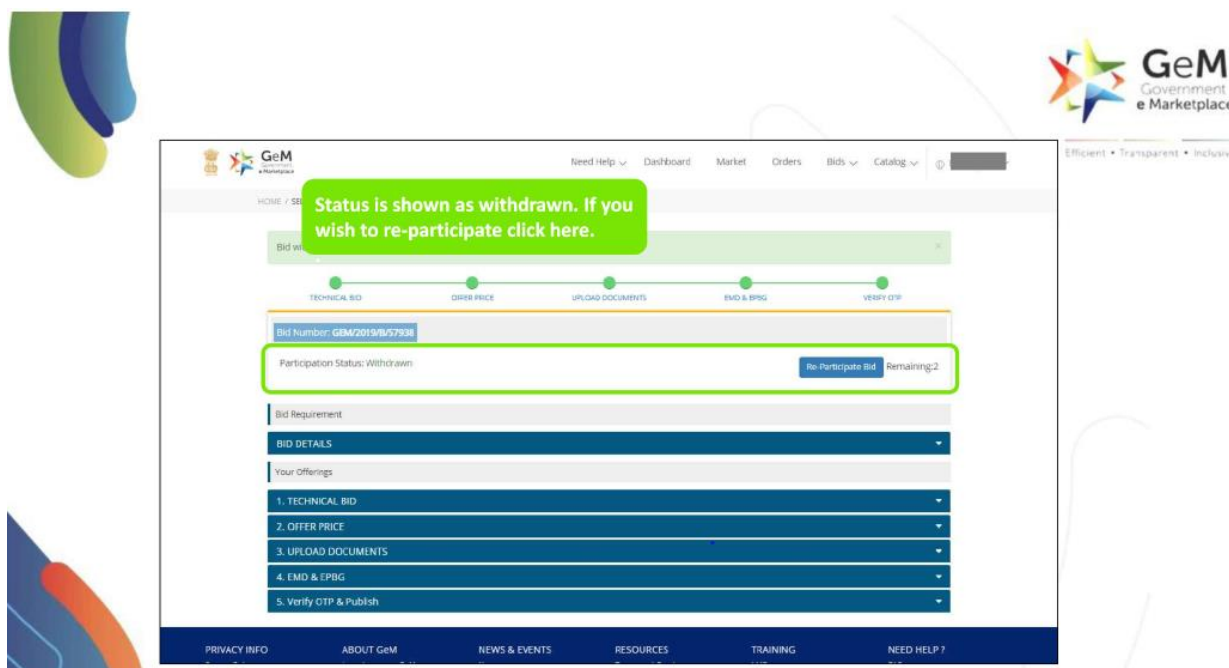
The screenshot shows the GeM Seller Participation page for bid number GEM/2019/05/57538. The participation status is 'Participated'. A green callout box with an arrow pointing to the status says: "You have successfully participated in the Bid." The page includes a progress bar with steps: TECHNICAL BID, OFFER PRICE, UPLOAD DOCUMENTS, EMD & EPBG, and VERIFY OTP. Below the progress bar, there are sections for Bid Requirement, Bid Details, and Your Offerings. The footer contains links for Privacy Info, About GeM, News & Events, Resources, Training, and Need Help?



The screenshot shows the same GeM Seller Participation page. A green callout box with an arrow pointing to the 'Withdraw Bid' button says: "In case you want to withdraw from bid, click here." The button is located in the top right corner of the bid details section.



The screenshot shows the GeM Withdraw Bid page. A green callout box with an arrow pointing to the 'Reason' field says: "Enter reason for withdrawing and click on 'withdraw'." The 'Reason' field contains the text "Incorrect price quoted". Below the field are 'Withdraw' and 'Cancel' buttons. The page also displays the 'Withdraw Guidelines' and the same progress bar as the previous screenshots.



REGISTRATION

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

Note: For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, and Location etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid; in case they want to obtain any clarification / help from the GeM Helpdesk.

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. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Note: For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.

SUBMISSION OF BIDS

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.
6. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

1. The physical submission of Technical Bid documents such as EMD, Tender Fee, Solvency Certificate and other stamped paper documents etc. is **mandatory**. Non-submission of the physical documents shall be liable for rejection of the bids.

2. The Technical Bid documents shall be wrapped in an envelope addressed to **Addl. Chief Engineer, WAPCOS Ltd. Room No. D-14, Institutional Area, Sector-18, Gurugram, Haryana** duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. The financial bid is not be submitted in sealed cover physically. However, the same is to be uploaded online only.
3. The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.
4. No responsibility will be accepted by WAPCOS for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
5. The Bid should be submitted in the office of **General Manager, CMU-II, WAPCOS Ltd. Room No. D-14, Plot No. 76-C, Institutional Area, Sector-18, Gurugram, Haryana.**

2.25 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.

2.26 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to WAPCOS.

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid in accordance with *ITB Clause-2.23*.

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 Deposit (EMD) pursuant to *ITB Clause-2.19*.

2.27 BIDDING DOCUMENTS

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

2.28 WAPCOS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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 or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for WAPCOS's action.

V - BID OPENING AND EVALUATION

2.29 BID OPENING

WAPCOS shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. WAPCOS will open the Bids in the presence of Bidders' representative who wish to attend on

the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

2.30 TECHNICAL QUALIFICATION

5. If required, WAPCOS may seek clarifications on the technical bid of applicants not less than 7 days before last date of submission of the tender document. If the clarifications sought by the WAPCOS are not received in stipulated period, then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.
6. The method of selection is Least Cost Selection (LCS). The bidder has to submit both a technical and a financial proposal at the same time. Minimum qualifying marks for the quality of the technical proposal are 80 out of maximum 100.
7. The technical proposals shall be opened first & evaluated and the firms/offers which are qualifying as per the technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list.
8. Financial proposals shall be opened for only eligible and responsive offers and ranked. L-1 offer out of the responsive offers shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal.
9. Proposals with the lowest cost (L1) shall be awarded the work.
10. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
 - b. Record of poor performance such as abandoning work, not properly completing contract, or financial failures/weakness etc.
 - c. In case the conditions 6a & 6b mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and WAPCOS shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above

2.31 EVALUATION OF BID

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

- i. Bid is incomplete and/ or not accompanied by all required documents.
- ii. Bid is not in conformity with the terms and conditions of tender document.
- iii. Specifications stipulated in Technical Specifications are not met by the bidder.

Any other reasons due to which WAPCOS finds that the bidder is not eligible.

- i. WAPCOS will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. WAPCOS may waive off any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.
- ii. WAPCOS shall evaluate the Bid based on the documents submitted by the Bidder.
- iii. Evaluation shall be done based on the Least Cost Selection (LCS).

- iv. Evaluation of the Bids shall be based on the overall experience of the bidders, their understanding of scope of work and approach and methodology of the works to be undertaken.

1. Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Terms of Reference (TOR), proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants who's Technical Proposals get a score of 80 marks or more out of 100 shall qualify for further consideration.

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

i. Distribution of Marks

Sr. No.	Description	Marks
1.	Technical Experience i. 60% marks, if the bidder has minimum experience of providing Architectural Planning and Engineering Consultancy Services of similar nature of work consultancy value of Rs. 1.03 Crore in last 7 years ending last day of the month previous to the one in which Tenders are invited. ii. 100% marks, if the bidder has minimum experience of providing Architectural Planning and Engineering Consultancy Services of similar nature of work consultancy value of Rs. 2.06 Crore in last 7 years ending last day of the month previous to the one in which Tenders are invited iii. In between (i) & (ii) - on pro-rata basis	10 Marks
2.	Financial Strength Average Annual Financial Turnover (i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii) - on pro-rata basis	5 Marks
3.	One GRIHA/LEED/IGBC certified project with minimum 4 (four) star rating	5 Marks
4.	One project that has secured approvals from Municipal Corporation of Delhi (MCD), Delhi Fire Service (DFS), Delhi Urban Art Commission (DUAC).	5 Marks
5.	At least one project involving architectural and engineering consultancy services for construction of at least one residential building for Hon'ble Judges of the Supreme Court/High Court, with a minimum height of 25 meters, completed during the last 7 years ending last day of the month previous to the one in which Tenders are invited.	5 Marks

6.	Approach & Methodology ➤ Understanding the TOR ➤ Methodology of Planning and Design ➤ Use of Green Building Concepts in Design ➤ Team Composition ➤ Work Plan & Timelines ➤ Approvals from Statutory bodies	25 Marks
7.	Organization structure (CVs / Resumes of following personnel shall be considered for evaluation and All key personnel must have been full-time employees of the bidder firm for a minimum period of three years, and supporting proof shall be enclosed with their CVs.)	15 Marks
	a. Team Leader / Lead Architect - 1 No., holding an M. Arch degree with a minimum of 20 years of architect consultancy experience	4 Marks
	b. Architects - 5 Nos. with B. Arch & Minimum 10 years of experience in the consultancy	5 Marks
	c. Structural Engineers - 1 No. with M.Tech/M.E. (Structure) & Minimum 20 years of experience in the consultancy	2 Marks
	d. Graduate Mechanical/Electrical/Plumbing Engineers - 2 Nos. with B.Tech/B.E & Minimum 15 years of experience in the consultancy	2 Marks
	e. Civil Engineer - 1 Nos. with B.Tech/B.E. & Minimum 15 years of experience in the consultancy	2 Marks
8.	Conceptual Presentation The conceptual presentation shall necessary have a concept plan for the project sites. The concept plan shall be based on the requirements of Owner. The evaluation shall be on the basis of the planning, design, 3D model, 3D walkthrough, use of green building concept in design, use of smart concept in the projects etc.	30 Marks
	a) Master Planning and zoning (cost effectiveness, site utilization, site orientation, Landscape blending with existing profiles, Economical design of buildings and services)	10 Marks
	b) Design Concept Planning (Aesthetics, Environmental considerations, Green Building concept, use of new technologies, use of innovative architectural features)	10 Marks
	c) Presentation (Knowledge of Building Byelaws & statutory requirements, Interpretation of Design concept and overall presentation)	10 Marks
Total		100 Marks

2. Evaluation of Financial Proposal:

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

WAPCOS will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be

compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Bidders.

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

2.32 SHORTFALL DOCUMENTS

WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. These documents shall not be relating to 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.

2.33 CONFIDENTIALITY OF BIDS

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence WAPCOS in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of his Bid.

2.34 CLARIFICATION OF BIDS

To assist in the examination, comparison and evaluation of Bid, WAPCOS may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

2.35 DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bid it will be determined whether each Bid:

- i) has been properly signed.
- ii) is accompanied by required securities.
- iii) is substantial responsive to the requirement of Bidding document.
- iv) provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder.

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

2.36 CORRECTIONS OF ERRORS IN BIDS

Bids will be checked for any arithmetical error and will be corrected by WAPCOS irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Security will be forfeited.

2.37 EVALUATION AND COMPARISON OF BIDS

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- i. making any correction for errors.
- ii. making an appropriate adjustment for any discount and

WAPCOS reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to WAPCOS shall not be taken into account in Bid evaluation.

VI - AWARD OF CONTRACT

2.38 AWARD CRITERIA

WAPCOS will award the Contract to the Bidder whose Bid has been determined to be Substantially Responsive to the Bidding Documents and who has scored Minimum qualifying marks in Technical Proposal and found Lowest Quote in Financial Proposal ***based on Least Cost Selection (LCS) System.***

2.39 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.

2.40 SIGNING OF THE CONTRACT

Within **10 (ten)** 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 ***General Manager (CMU -II), D-14, WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana*** for signing of the Contract Agreement as per **Annexure-XVII**. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.41 PERFORMANCE SECURITY

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 **3% (Three percent) of the Contract Price in accordance with the Conditions of the Contract.**

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized Indian bank drawn in favour of **WAPCOS LIMITED** payable at **Gurgaon**. The Bank Guarantee shall be on the Performa given in **Annexure-XV of Section-IV**. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.42 DELIVERABLES

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

Deliverables	Timelines
Stage 1 : Planning and Design	
Preparation and Submission of Master Layout Plan, Concept Drawings, Plinth Area Estimates, 3D walk-through presentation, preliminary project report and other documents required for seeking & obtaining Administrative Approval and Expenditure Sanction from Concerned Authorities of the client in consultation with concerned officials, as required. The estimates should cover all components like civil works, electrical works, water supply sewerage, internal and external electrifications etc. required for proper completion of works. Architectural Consultant's responsibilities include obtaining the authentication/ verification of the prepared estimate from client's officials.	15 Days from issuance of LOA to Architect Firm.
Geotechnical and sub-soil investigations, including in-situ testing at site, along with the submission of the investigation report.	30 days from issuance of LOA to Architect Firm.
Preparation 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.	45 days from issuance of LOA to Architect Firm.
Submission of applications for Pre-Construction approvals from various local authorities and statutory bodies along with all required detailed data/documents/drawings etc.	60 days from issuance of LOA to Architect Firm.
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)	Submission of tender document and related documents etc. within 15 days after receiving the client's approval of the detailed estimate and detailed project report.

Stage-II- Supply of GFC Drawings	
Supply of GFC drawings for construction works in such a manner so that at least 60% construction activities can be taken up together	Within One Month of the submission of the Tender Drawings and Tender Documents
Supply of 100% GFC drawings together and periodical revisions as required time to time.	Within Two Months of the submission of the Tender Drawings and Tender Documents
Submission of Revised Drawings for Construction based on site conditions and inputs from client / owner, if required	Within 5 days after the observations are conveyed for incorporation
Submission of monthly and quarterly progress Reports.	Monthly and Quarterly during Construction/ Implementation.
Stage-III - As Built Drawings	
As-Built drawings and Completion Report (soft and 5 hard copies).	Within one month from the certified date of completion for construction works
Note: The Consultant must prepare drawings and quantities using Building Information Model (BIM) , submit the final updated BIM model at the end of the project, use only licensed software, give necessary training, and make sure all BIM work is accurate, complete, and delivered on time.	

- 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.

2.43 CONSULTANCY FEE:

The consultancy fee includes planning, designing, review, deployment of adequate manpower at site, periodical supervision and monitoring during construction of the project, travel expenses for attending meetings with WAPCOS/Clients, site visit, third party inspection for procurement of equipment / furniture etc.

2.44 TAXES

- a) Architectural firm must ensure to quote rate in percentage of the completion cost of the project.

- b) The Bidders shall fully familiarize themselves about the applicable Domestic taxes (Such as: income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidders in the financial proposal.
- c) The bidder shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Bidder only after uploading of GST amount by Bidder on GST portal to avail input benefit of GST by WAPCOS Ltd.

2.45 INCOME TAX

Income tax shall be deducted as per relevant section of Income Tax Act applicable under the rules of Govt. of India. Deduction towards income tax shall be made from gross amount of every interim payment certified by the Project Manager.

2.46 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.

2.47 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.

2.48 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.

**SECTION-III
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 Department of Law, Justice and Legislative Affairs, Government of National Capital Territory (NCT) of 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/Project Management Consultant” means WAPCOS Limited who propose to get the works executed as mentioned in the Contract on behalf of Department of LJ & LA, GNCTD, 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 Department of LJ & LA, GNCTD. 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 Department of LJ & LA, GNCTD 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 Chief Executive Director (Env. & CM) of WAPCOS or his authorized nominee.
- ix. Project means Providing Comprehensive Architectural and Design Engineering for Construction of Judicial Officers Flats at Sector-19, Dwarka, 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 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- xvii. Site shall mean the respective sites of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by WAPCOS for the contract’s use.

- 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. General Manager” means the Sr. General Manager of WAPCOS for the Works or his successor.
- xxiv. “GoI” 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 Project Management Consultant, Employer shall have the same meaning.
- xxxii. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.
- xxxiii. “Tender Processing Fee” or “Bid Processing Fee” shall mean same being the amount paid by the bidder to WAPCOS as cost towards evaluation of the bid. The same is separate & distinct of any charges levied or paid to the e-tendering portal.

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, the Architect shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be **3% (Three percent)** of the Contract Price. The bank guarantee shall be issued any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Architect.
- ii. 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.

- iii. The performance security shall be valid until 30 days after the date of issue of Completion Certificate.
- iv. 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.
- v. 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.

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
 - i. They are not duly signed by respective Civil/ Structural Engineer (s).
 - ii. They are not thoroughly checked and duly signed in the appropriate places by Architect.

- iii. Design calculations are not accompanied by supporting engineering, drawings or appropriate sketches.
 - iv. 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.
 - v. Any comments previously made are not incorporated on revised drawings /calculations.
 - vi. 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.
- i. Drawings of various services like HVAC / MEP / STP / WTP / solar panels etc. including all calculations.
 - j. 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 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 **24 (Twenty Four) Months** / Handing over of the project to the owner or such extended time as may be allowed under *Clause-14* hereof and 24 months Operation & Maintenance (O&M) Period including 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 1.0 % of contract value per month** 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 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 upon completion of each year of the Operation & Maintenance (O&M) period.

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) Mobilization Advance on Signing of Agreement: 5% of the total consultancy fees.
 - ii) On completion of Master Layout Plan, Concept Drawings, Plinth Area Estimates, 3D walk-through presentation, preliminary project report and other documents: 10% of the total consultancy fees.
 - iii) On submission of Geotechnical investigation report: 5% of the total consultancy fees.
 - iv) 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: 10% of the total consultancy fees.
 - v) On submission of applications and securing of Pre-Construction approvals from various local authorities and statutory bodies: 5% of the total consultancy fees.
 - vi) On approval of tender documents to invite the bids for the appointment of the Contractor: 10% of the total consultancy fees.
 - vii) On commencement of construction work by the selected Contractor: 5% of the total consultancy fees.
- b) Construction Phase and project closure: **35% of the total consultancy fees**, Payment milestone during Construction phase shall be as follows:
 - i) 30% (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 O&M Phase: **15% of the total consultancy fees.** Payment during O&M phase shall be as follows :
 - i) Total time frame of O&M period shall be 24 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 NVS, 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 NVS being Principal Owner. The Architect also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from NVS, 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) Operation and Maintenance / Defect Liability Period

Operation and Maintenance of infrastructure facilities (including Defect Liability Period of 12 months) shall be 24 months from the date of handover of the project. During O&M period, 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.

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: **Chief Executive Director (Env't. & CM), 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

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the architect considers any work or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is resulting in a dispute, it shall be referred to the Engineer-in-Charge who shall, within a period of thirty days after being requested by the architect to do so, give written decision to the architect. Upon receipt of the written decision of the Engineer-in-Charge, the Architect shall promptly proceed without delay to comply with such decision.

Clause 31: Adjudication of Dispute

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly,

the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

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

Clause 32: 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 33: 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.

SECTION-IV
ANNEXURES

Annexure-I
Information to Be Furnished By the Applicants

Sr. No.	Particulars	Details
1	Name of the organization	
2	Address for Correspondence	
3	Contact Person Details: Name: Telephone Nos. Mobile No. Fax: Email:	
4.	Format of Bid Acceptance Letter	Annex-II
5	Organization Details	To be filled as per Annex-III
6	Details of Directors / Partners / Proprietors	To be filled as per Annex-IV
7	Details of EMD submitted	To be filled as per Annex-V
8	Bid Security Declaration	To be filled as per Annex-VI
9	Undertaking Regarding Blacklisting / Non – Debarment	To be filled as per Annex-VII
10	List of Similar Works Completed	To be filled as per Annex-VIII
11	Financial Status	To be filled as per Annex-IX
12.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS (Attach copy of power of Attorney)	
13	Organization Chart of Key Personnel	
14	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Self-Certified Copies to be enclosed
15	Format of No Conviction Certificate	To be filled as per Annex-X
16	List of consultants associated on regular Basis	To be filled as per Annex-XI
17	Format of Understanding of the Project Site	To be filled as per Annex-XII
18	Format of No Deviation Certificate	To be filled as per Annex-XIII
19	Format for Litigation History, Liquidity Damages, Disqualification	To be filled as per Annex-XIV
20	Format of Performance Guarantee	Annex-XV
21	Format of Agreement	Annex-XVII
22	Format of Integrity Pact	Annex-XVIII
23	Form of Solvency Certificate	Annex-XIX
24	Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017	Annex-XX

Annexure-II
Format for Bid Acceptance Letter
(To be given on Company Letter Head)

Date: _____

TO,
Additional Chief Engineer
WAPCOS LIMITED,
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

Subject: Acceptance of Terms & Conditions of the Tender Document.

Work Name: _____

Tender No: _____

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned 'Tender' from the web site namely: _____ as per your advertisement, given in the above mentioned website.
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all documents like annexures, Drawings etc., which shall form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum/Addendum issued from time to time by your department/organization too has been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the conditions of above mentioned tender document(s)/corrigendum/Addendum in its totality/entirety.
5. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by the our Firm/Company is true & correct and in the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security/EMD deposit.

Yours Faithfully,
(Signature & Seal of the Bidder)

Annexure-III
Organizational Details

Sr. No.	Particulars	Details
1	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates)	
2	Staff Strength - Architects (nos.) - Structural Engineers (nos.) - Civil Engineers (nos.) - Plumbing / sanitary engineers - Electrical Engineers (nos.) - Environmental Engineers (nos.) - HVAC Engineers (nos.)	
3	Proof Checking arrangement	Details of tie-up if any to be given
4	ISO Certification	
5	Outsourcing jobs - Structural Design - Plumbing, Sanitary & water supply - Electric Schemes & Design - Fire Fighting and fire detection - Environmental - Air conditioning - Mechanical - Any other	Details of sub-consultants (if any) to be given
6	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	
7	IT Pan Number GST Number NSIC Registration Number and Validity	

Yours Faithfully,
(Signature & Seal of the Bidder)

Annexure-IV
Details of Directors/Partners/Proprietors

Sr. No.	Name of Partners / Directors/ Proprietors	Academic Qualification	Designation	No. of Years with the firm	Address / Phone / Fax / Mobile / Email ID

Note: Certificates of qualification are required to be attached.

Signature of Bidder with Seal

Annexure-V
Format for EMD

(To be given on Company Letter Head)

To,
WAPCOS LIMITED,
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

Subject- Submission of EMD

Reference-_____

Sir,

With reference to the tender under reference we would like to participate in the tender. As per the instruction given in tender document, we are forwarding herewith the prescribed Earnest Money Deposit (EMD) as detailed below along with duly filled tender documents.

DETAILS OF EMD SUBMITTED

1	Amount of EMD as per NIT	
2	Amount of EMD submitted through RTGS/NEFT	
3	Unique Transaction Reference of RTGS/NEFT	
4	Details of EMD submitted in form of Bank Guarantee	

OR

As we are registered with NSIC/MSE certificate firms for the work we have quoted, we may please be exempted from submission of Earnest Money Deposit (EMD). Copy of NSIC/MSE certificate is forwarded herewith as instructed in the tender.

DETAILS OF NSIC/MSME CERTIFICATE:

1	Registered with NSIC / MSE certificate	
2	Registration Certificate No. & Date	
3	Registration Certificate valid up to	
We hereby certify that the offered/quoted product against your tender under reference is covered under above registration (List of items attached) and entitled for EMD exemption		

(Copy of documentary evidence of having deposited EMD or copy of valid NSIC/ MSE certificate should be uploaded in the appropriate cover while submitting the tender)

SIGNATURE OF BIDDER WITH SEAL

Annexure VI
Bid Security Declaration

(To be submitted on Non-Judicial Stamp paper of minimum Rs. 10 duly attested by Notary / Magistrate)

Date:

Tender Number:

To:

We, _____ (Name of the Bidder) understand that, according to bid conditions, Bids must be supported by a Bid Securing Declaration.

We, the Bidder hereby declare that, if we are in breach of any of our obligations(s) under the bidding conditions as brought out below, our bids for any work whose originally scheduled date of bid opening/actual date of bid opening falls within 2 (Two) years reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive.

1. If after Bid opening, we withdraw the Bid during the period of Bid validity specified;

Or

2. If we do not accept the correction of arithmetical errors of the Bid prices;

Or

3. If we, having been notified of the acceptance of the Bid by WAPCOS Limited during the period of Bid validity;

a. fail or refuse to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or

b. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders,

Or

4. In any other case specifically provided for in ITB

Signature _____

Name of the Bidder _____

Name and designation of the person duly authorized to sign the Bid on behalf of the Bidder _____

Date signed _____ day of _____

Annexure-VII
Undertaking Regarding Blacklisting / Non - Debarment
[To be submitted on Bidder's Letter Head]

To
WAPCOS Limited

.....

.....

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

Date:

(Signature, name and designation
of the Authorized Signatory)

Place:

Name and seal of Bidder

Annexure-VIII
Details of Similar Works Executed During Last 7 Years

Sl. No.	Name of work and its location	Name of Client	Date of Completion Certificate	Date of Start	Date of Completion	Consultancy Fee of the work on completion	Consultancy Fee of the Work on current cost level	Project Cost of the Work on completion	Reference and Page No. of Documentary Proof
1.									
2.									
3.									
4.									
5.									
6.									

Definition of Similar Works:

Projects of Similar nature will be considered such as Hospitals/ Teaching/Institutions/ residential complex/ commercial complex/ hospitality projects/ infrastructure works with civil/ electrical works as major components.

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate

Signature of the Bidder with Seal

Annexure-IX
Financial Status

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for **last 5 years** duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Sr. No.	Financial Year	Turnover	Profit / Loss (-)	Net Worth
1	2020-2021			
2	2021-2022			
3	2022-2023			
4	2023-2024			
5	2024-2025			
6	Average			

Note:

Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.

Signature of Chartered Accountant
(with Seal)
UDIN No.

Signature of Bidder(s) (with Seal)

Annexure-X
Format for No Conviction Certificate
(To be submitted on Bidder's original Letter Head)

Subject: No-Conviction Certificate for --- (Name of the work / project)

This is to certify that _____(Name of the organization), having registered office at _____(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department/Client/ Owner or Court of law anywhere in the country.

This is also to certify that M/s _____(Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-XI
List of Consultants Associated on Regular Basis

Sr. No.	Name of Consultancy	Name & Address of Consultant	Name, Qualification & Experience of Staff	Important Projects Handled
1	Structural Consultant			
2	Services Consultant			
	a) Civil Services b) Electrical Services c) Fire-Fighting Services d) HVAC Services			
3	Land Scape Consultants			
4	Estimate Consultants			
5	Any Other Consultants			

Signature of the Bidder With Seal

Annexure-XII
Format of Understanding the Project Site
(To be submitted on Bidder's Letter Head)

A. I/We hereby solemnly declare that I/We understand the sites of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:-

- a). Topography of the Area.
- b). Soil & rock conditions at the site of work.
- c). Sources & availability of approaches
- d). Availability of water & electricity.
- e). The existing roads and access to the site of work.
- f). Availability of space for putting labour camps, Offices, stores, Explosive magazine, godown, Engineering yard etc.
- g). Climatic condition and availability of working days
- h). Law & Order, Security & Working conditions.
- i). Methodology to be adopted for successful completion of work.
- j). Working hours and shifts for completing the work as per tender conditions.

B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-XIII
Format of No Deviation Certificate
(To be submitted on Bidder's Letter Head)

To
Additional Chief Engineer,
WAPCOS Limited,

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,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure-XIV
Format for Litigation History, Liquidated Damages, Disqualification
(To be submitted on Bidder's Letter Head)

To
Additional Chief Engineer,
WAPCOS Limited,

Subject: BIM--- (name of Work /Project)

Dear Sir,

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)

Name and seal of Bidder

LITIGATION HISTORY

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

1. **ARBITRATION CASES**

Year	Name of Work	Name & Address of Client	Cause of Litigation and matter in dispute	Disputed Amount in Rs.	Actual Award amount in Rs.

2. **COURT CASES**

Year	Name of Work	Name & Address of Client	Cause of Litigation and matter in dispute	Name of Court	If Judgement given whether for or against the bidder

3. Information Regarding Current Litigation, Debarring / Expelling Of Tenderer Or Abandonment of Work By Bidder

a) Has the Bidder consistent history of Litigation.....Yes/No

If yes, give details:

b) Has the Bidder been debarred/ expelled by any Agency in any state /India, during the last 5 year on the date of application except on account of reasons other than non- performance,

Yes/No

If yes, give details:

c) Has the Bidder abandoned any contract work during the last 5 years...Yes/No

If yes, give details:

d) Has the Bidder been declared bankrupt during the last 5 years...Yes/No

If yes, give details, including present status:

e) Has the Bidder been debarred by client or by any Department... Yes/No

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,

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

Annexure-XV

Format of Performance Security

(To be executed on a non-judicial stamp paper of requisite value)

To
WAPCOS LIMITED
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Architect's name & address) (hereinafter referred to as "the Architect" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Architect, resulting into a contract valued at Rs. _____ (Rupees _____ only) for (name of work) (hereinafter called "the contract") and the Architect having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees only) (3% of the said value of the Contract to the Employer). We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Architect to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the Architect. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Architect or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Architect. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Architect and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Architect or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Architect and

notwithstanding any security or other guarantee that the Employer may have in relation to the Architect's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated____ of the bank granted to him / us by the Bank.

We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____(Rupees_____ only)
- ii. This bank guarantee shall be valid upto and till _____ only being the date of expiry of the guarantee; and
- iii. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before being the date of expiry of the claim period.
(Indicate a date one year after validity of guarantee).

Dated this _____ day of _____ at _____.

Annexure-XVI
Performa for Work Experience Certificate from Clients

Name of Architect: _____

1	Name of work/project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Estimated Cost				
4	Tender Amount				
5	Cost of the work on completion				
6	Date of start				
7	Stipulated date of completion.				
8	Actual date of completion/ likely date of completion				
9	Amount of compensation levied for delayed completion, if any				
10	Type of Work: Residential/ Non-Residential				
11	RCC Framed Structure or other type of Structure				
12	Maximum Height of any Building of this work				
13	Maximum No. of story of any Building of this work				
14	Performance report	Very Good	Good	Fair	Poor
(a)	Quality of work.	Very Good	Good	Fair	Poor
(b)	Resourcefulness	Very Good	Good	Fair	Poor
(c)	Financial soundness	Very Good	Good	Fair	Poor
(d)	Technical proficiency	Very Good	Good	Fair	Poor
(e)	General behaviour	Very Good	Good	Fair	Poor

Date

Name & Designation of the Authority

Signature with Seal of the Bidder

Annexure-XVII

Format for Agreement

[Note; This Proforma is included in the Bidding Documents only for the information of Bidders. Only the successful Bidder shall, in due course, be required to fill this Proforma.

THIS AGREEMENT IS MADE the _____ day of _____ BETWEEN WAPCOS Limited _____ of (Mailing address of WAPCOS Limited) _____ (hereinafter called “Employer”) of the one part and (Name of Architect) _____ of (Mailing address of Architect) _____ (hereinafter called “the Architect”) of the other part.

WHEREAS the WAPCOS Limited is desirous that “_____”. (herein after referred to as “the Work”) should be executed by the Architect AND WHEREAS by a Letter of Award No. _____ dated _____ WAPCOS Limited has accepted a Bid by the Architect for the execution and completion of such Works AND WHEREAS the Architect has agreed to undertake such work and furnish a performance security/bond pursuant to the Clause 2.35 of the section-II ‘Instructions to Bidders’

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a) The Agreement
 - b) The Letter of Award
 - c) Corrigendum/Amendments if any
 - d) Documents furnished by bidder
 - e) Notice Inviting Tender (NIT)
 - f) Instructions to Bidders
 - g) General Conditions of the Contract
 - h) Annexures
 - i) Any other documents as forming part of the contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
4. In consideration of the payment to be made by the WAPCOS Limited to the Architect as hereinafter mentioned, the Architect hereby covenants with the ‘WAPCOS Limited’ to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
5. The ‘WAPCOS Limited’ hereby covenants to pay the Architect in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common Seals to be hereunto affixed (or have hereunto set their respective hands and Seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

NAME _____

NAME _____

on behalf of the Architect
in the presence of:

NAME _____

Address _____

on behalf of the WAPCOS Limited
in the presence of;

NAME _____

Address _____

Annexure-XVIII
Form for Integrity Pact

To,
WAPCOS Limited,
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

Sub: Submission of Tender for the work (Name of Work) _____

Dear Sir,

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

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

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS LIMITED 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
(Duly authorized signatory of the Bidder)

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

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

BETWEEN

WAPCOS Limited, Gurgaon (Hereinafter referred as the Employer which expression shall
unless repugnant to the meaning or context hereof include its successors and permitted
assigns)

AND

(Name and Address of the Architect)

hereinafter referred to as the “Bidder/ Architect” (which expression shall unless repugnant
to the meaning or context hereof include its successors and permitted assigns)
(Details of duly authorized signatory)

Preamble

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

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness/transparency in its relation with its Bidders.
AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions
of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract
between the parties.

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

Article 1: Commitment of the Employer

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

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

Article 2: Commitment of the Bidder(s)/ Architect (s)

1. It is required that each Bidder/ Architect (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS Limited 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)/Architect(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)/Architect(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Architect(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)/Architect(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 Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Architect(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Architect(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Architect(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)/Architect(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Architect(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 Limited interests.
5. The Bidder(s)/Architect(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 Architect under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Architect(s) and the Bidder/Architect accepts and undertakes to respect and uphold the Employer's absolute right:

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

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other

Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder/Architect 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/Architect as deemed fit by the Employer.
3. If the Bidder/Architect can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Architects

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Architect/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.

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 Limited.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
2. If the Architect 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.
3. 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.
4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

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

WITNESSES:

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

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

Annexure-XIX
Form of Solvency Certificate
(from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI))

To
WAPCOS Limited,
76-C, Sector 18, Gurgaon - 122015

Name of the work: Tender for Providing Comprehensive Architectural & Engineering Consultancy Services for Construction of Judicial Officers Flats at Sector-19, Dwarka, Delhi.

This is to certify that to the best of our knowledge and information that M/s.having marginally noted address, 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 with seal
Name:
Designation:
Power of Attorney No. :

NOTE:

1. Solvency certificate shall be on letter head of the Bank

Annexure-XX

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

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

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

Date:

Place:

(Signature, name and designation of the Authorized signatory)
Name and seal of Bidder

Annexure-XXI
FORMAT FOR FINANCIAL BID
(To be submitted online only)

To
The Additional Chief Engineer
WAPCOS Limited

Sub: Submission of Financial of Bid

Sir,

Having reviewed and fully understood all the requirements of Bid submission provided in the tender document, pertaining to (Name of Work) _____, I/we hereby submit our Financial Proposal on percentage rate (Single Percentage Basis) as per scope of work and other terms & conditions mentioned in tender document.

I/We have read and examined the all the Sections/Volumes of Bid document i.e., Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Additional Conditions of Contract, Schedule of Quantities, etc. Specifications, Drawings, and all other contents in the bid document for the work of _____. I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.

I/We hereby submit that our percentage rate & quoted amount includes all associated costs with the project including any out of pocket / mobilization expenses, buildings and other construction workers welfare cess, insurance, TDS, taxes, royalties, as applicable as per Government norms, in accordance with Clause 22 of GCC (Section-IV). We shall be reimbursed only the actual amount of GST on submission of proof of deposit of GST. It also includes the cost towards packing, forwarding, insurance, freight and delivery installation, testing and commissioning, etc.

I/we hereby agree that if at any time during the entire period of contract the Employer observes that I/we have not deposited the GST to the Government as per norms, the same shall be deducted from any amount payable to us.

The amount quoted by the bidder shall be further converted to percentage (+/-). The same percentage shall be considered for payment of each item to the selected bidder.

I/We hereby submit that I/We have gone through the Scheduled of Quantities and agree that the rate provided against each item(s) of Scheduled of Quantities are correct and the Employer are not bound to share with us the detail analysis of the rate(s) of non-scheduled/non-DSR items.

I/We agree to keep the bid open for Ninety (90) days from the last date of submission of Bid, including extension, if any.

I/we understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive.

If our Bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.

I/We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Signature:

Name of Authorized Signatory:

Designation:

Annexure-XXII

FINANCIAL BID

(To be submitted online only)

As per GEM Portal

(NOTE: The quote of the bidder shall be inclusive of all taxes and liabilities.)

Instructions:

- a) No conditions should be attached.
- b) In case of difference between the words and figures, words would prevail.
- c) Prices are inclusive of GST which shall be reimbursed as per prevailing rates on submission of proof of submission of GST.
- d) The contractor shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately and the payment of GST will be made to contractor only after uploading of bill by contractor on GST portal “to avail Input benefit of GST.
- e) “WAPCOS shall be performing all its duties of deducting TDS and other deductions on payments made to contractor as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the contract.

We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Signature:

Name of the Person:

Designation:

Annexure-XXIII

CURRICULUM VITAE (CV) OF KEY EMPLOYEE

(Not to Exceed 3 Pages)

Tender No.:

1. Name of the Employee:

2. Date of Birth:

3. Nationality:

4. Years with the Firm:

5. Total Professional Experience (in Years):

6. Educational Qualifications

Qualification	University / Department	Year of Passing
.....		
.....		

7. Employment History (in chronological order)

Name of Employer & Address	Position Held	Period From	Period To

8. Detailed Tasks to be assigned in this Project:

.....
.....
.....

9. Details of Projects Worked On:

.....
.....
.....
.....

Certificate

I/We certify that the above information is true to the best of my knowledge and belief and nothing material has been concealed herein.

(Signature of Authorized Person)

Name: _____

Designation: _____

Date: _____

Place: _____