



(भारत सरकार का उपक्रम – जल शक्ति मंत्रालय)
(A Government of India Undertaking - Ministry of Jal Shakti)

**Office of the Senior Executive Director (Infrastructure-III)
Irrigation Planning Division, 76C, Institutional Area, Sector-18,
Gurgaon-122015**

Terms of Reference (Tor)

Name of Works: “Selection of Agency for Quality Testing, Control & Assurance work for On-going Projects of SSEPD Deptt. of Government of Odisha”

Principal Client



ସାମାଜିକ ସୁରକ୍ଷା ଓ ଭିକ୍ଷଣ ସଶକ୍ତିକରଣ ବିଭାଗ, ଓଡ଼ିଶା ସରକାର
**Social Security & Empowerment of Persons With Disabilities Department,
Government of Odisha**

NIT Date: 10.12.2024

Advt Copy**REQUEST FOR PROPOSAL****Selection of Agency for Quality Testing, Control & Assurance work for Projects of SSEPD Deptt. of Government of Odisha**

WAPCOS Ltd. a Mini Ratna PSU under the aegis of Ministry of Jal Shakti has taken up various construction works of the Deptt. of SSEPD, Govt. of Odisha and plans to hire a NABL Accredited Quality Testing, Control & Assurance firm which can assist WAPCOS in conducting all the site tests as per latest building norms, ensuring quality of the composite works being undertaken by deploying a representative, conducting regular Tests, Maintaining Reports, Routing Quality Control & Assurance measures for civil, electrical, and mechanical works being undertaken under the scope of work.

In this regard, WAPCOS invites proposal (through <https://gem.gov.in/> & www.wapcos.co.in) from interested Agency for services as 'Quality Control & Assurance Agency.' The bidder must be a registered entity with e-Gem portal for procurement of services.

The bidder should fulfil the following technical and financial criteria:

The Bidders must fulfill all the terms and conditions as mentioned below:

1	Bidder must be a Central/State, Govt./Private Agency with NABL Accreditation providing similar services in last 5 years in India for State/ Central Govt. Development Works having Own lab facility at Bhubaneswar, Odisha for conducting the necessary tests.
2	<ol style="list-style-type: none"> 1. Experience of having successfully completed works during the last 7 years ending last day of the month before the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered. 2. Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender. 3. Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender. 4. One similar completed work costing not less than the amount equal to 80% of estimated cost. <p>Completion Cost of Value of Work Undertaken will be considered for this Condition.</p>
	Similar Work: Various Component of works refer to as work such as Conducting regular Quality Tests, Maintaining Reports, Routine Quality Control & Assurance measures for Civil, Electrical, Mechanical, Plumbing works for Civil Structure, MEP, HVAC and all allied components of Residential / Non-Residential Multistory Buildings with varied ground strata etc. pertaining to Infrastructure Works.
3	Average Annual Financial turn over on Quality Testing, Control & Assurance of civil/electrical/mechanical works in buildings and other infrastructure works should be at least Rs. 50 Lakhs each during last 3 consecutive financial years.
4	Qualified Manpower as per the ToR document & Availability of Testing Lab in Bhubaneswar or Nearby Location is Mandatory.

The terms and conditions along with eligibility and evaluation criteria have been detailed in the tender document/terms of reference (TOR). The interested applicant can obtain/download the TOR Document via online website. <https://gem.gov.in/> and www.wapcos.co.in during the sale period of the tender. The Tenderer must pay Tender Fees through RTGS/online through Gem. The Tender Fees is **Rs. 10,000/- including GST**. In addition, the tenderer must pay an **Earnest Money Deposit (EMD) of INR 1,50,000/- (Rupees One Lakh Fifty Thousand only)**. However, agencies registered with **Small & Micro Enterprise (MSEs) / NSIC are exempted for Tender Fee & EMD Charges as per Gazette Notification dated 23.03.2012 and amendment vide Order No. S.O. 5670 (E) dtd 9th Nov 2018**. The interested Applicants are requested to regularly visit the website and update themselves with regards to any change or additional information related to the bid document.

Bank Account Details for Tender Fee / EMD in case of RTGS will be

Name: WAPCOS Limited

Name of Bank – Indian Overseas Bank, NHB Gurgaon Branch, Gurgaon, Haryana

Account No. 19350200000405 (IFSC Code: IOBA0001935)

Total Value of Construction Works is **Rs. 75 Cr** for which Quality Test/Assurance services are required. The bidder must quote in Percentage rate of the Construction Cost their cost of services to be offered.

Table -01 (Schedule of NIT)

Uploading of bid document	10-12-2024 10:00 IST
Last Date of Online submission of Technical and Financial Bid	23-12-2024 up to 16:00 IST
Last Date of Offline Submission of the Technical Bid	24-12-2024 up to 16:00 IST
Technical bid opening date & time	24-12-2024 17:00 IST
Financial bid opening date & time	Date to be communicated later

WAPCOS reserves the full right to change the project scope and/ or terminate the bid process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

Any query regarding the project should be directed to the contact given below:

Dy. Project Manager (IP)

WAPCOS Ltd, Bhubaneswar

Plot No. 369/4305, Above HDFC Bank

Jaydev Vihar, Bhubaneswar

Odisha-751013 (Mobile No. +91-7405799950)

Sr. Executive Director
INFS-III, IP Division
WAPCOS Ltd.
76C, Institutional Area
Sector-18, Gurgaon-122015

Disclaimer

This Terms of Reference (TOR Document) for “**Technical Consultancy Services for Quality Testing, Control & Assurance for the Civil, Electrical & Mechanical works**” (‘the Project’) contains brief information about the Project and selection process for the Successful Bidder (or ‘Agency’). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bid proposal (the “Proposal”).

While all efforts have been made to ensure the accuracy of information contained in this TOR Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid. WAPCOS Limited (“WAPCOS” or “the Client”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the TOR Document.

WAPCOS reserves the right to change any or all conditions/ information set in this TOR Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as WAPCOS may deem fit without assigning any reason thereof.

WAPCOS reserves the right to accept or reject any or all bids without giving any reasons thereof. WAPCOS will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bids to be submitted in terms of this TOR Document.

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1. Introduction

1.1. Project Background

WAPCOS Ltd. a Mini Ratna PSU under the aegis of Ministry of Jal Shakti has taken up various construction works of the Deptt. of SSEPD, Govt. of Odisha and plans to hire a NABL Accredited Quality Testing, Control & Assurance firm which can assist WAPCOS in conducting all the site tests as per latest building norms, ensuring quality of the composite works being undertaken by deploying a representative, conducting regular Tests, Maintaining Reports, Routine Quality Control & Assurance measures for civil, electrical, and mechanical works being undertaken under the scope of work.

In this regard, WAPCOS invites proposal from interested Agencies (through <https://gem.gov.in/> & www.wapcos.co.in) for services as 'Quality Control & Assurance Agency.'

1.2. Salient Information

1.2.1. Key stages in the bid process for the Project are as below:

Refer Page No. 3 (Table -01)

1.2.2. The TOR Document comprises of the contents as listed below:

Section 1 Introduction	1.1. Project Background 1.2. Salient Information
Section 2 Terms of Reference	2.1 Objectives of the project 2.2 Scope of Services 2.3 Timelines and Deliverables 2.4 Team Composition 2.5 Payment 2.6 Data and services to be provided by the client 2.7. Review and Monitoring of Agency's work
Section 3 Instructions to Bidders	A. General Conditions B. Preparation and Submission of bids C. Bid Opening D. Project Financial terms
Section 4 Technical Evaluation	Technical Evaluation Criteria
Section 5 Pro-forma	Pro-forma for Submission of Bids - Technical Submission Forms - Financial Submission Form
Section 6 Standard Conditions (SC)	Standard Conditions of Contract

1.2.3. For any query you can contact the following:

For further queries, please contact:

Dy. Project Manager (IP)

WAPCOS Ltd, Bhubaneswar

Plot No. 369/4305, Above HDFC Bank

Jaydev Vihar, Bhubaneswar, Odisha-751013

Email id: wapcos_orissa@yahoo.co.in

Website: www.wapcos.co.in

Terms of Reference

WATER & POWER CONSULTANCY SERVICES LTD (hereinafter referred to as “WAPCOS or “the Client”), plans to hire a NABL Accredited Quality Testing, Control & Assurance firm which can assist WAPCOS in conducting all the site tests as per latest building norms, ensuring quality of the composite works being undertaken by deploying a representative, conducting regular Tests, Maintaining Reports, Routing Quality Control & Assurance measures for civil, electrical, and mechanical works being undertaken under the scope of work.

WAPCOS is undertaking various composite construction works of Residential / Non-Residential Building Works having Civil, Electrical & Mechanical Components. The approximate cost of works for Construction is **Rs. 75 Cr** for which these services are required.

The agency, hired for the project will act as an extended arm of WAPCOS to Conduct the necessary Tests, Maintain the Reports, conduct routine Quality Audit, Control & Assurance and provide fortnightly feedback on various aspects of each construction works, and hence ensure timely interventions for defect prevention.

1.3. Objectives of the project

The objectives of the assignment are:

- Assist WAPCOS in maintaining the quality standards of the Civil, Mechanical and Electrical works by independent assessment/Agency of quality of works under the project at various stages of construction vis-a-vis the standard and specification defined in the bidding documents, applicable guidelines and in accordance with good engineering practices.
- Assist WAPCOS to monitor the Implementation of the desired Quality, brand/make and ensure that the projects are progressing as per the specification agreed in the Bidding documents.
- Check the site quality conditions for compliance to standards.

1.4. Scope of services

The scope of services for the QA/QC assignment includes:

i. Project Inception and Audit Planning

- At the very beginning of the engagement, the Agency shall conduct a preliminary assessment of the ongoing works through a quick review of contract documents, specifications, materials reports and status of the work for the current contracts to obtain understanding of the scope and complexities of the assignment.
- The Agency will also have discussions with the key stakeholders at WAPCOS to understand implementation status, basis for site selection, specific concerns of WAPCOS (if any) and the various test requirements.

- After the award of the work, the Agency will prepare and submit a Project Quality Assurance/Control & Audit plan Document for all the works, within 10 days of signing of contract. The report would at minimum include the following:
 - Team deployment schedule & location of Testing facility.
 - Detailed methodology for execution of the audits, including the various tests that will be conducted for the projects outlining the pre-test and quality audit procedures, and the reference laboratories.
 - List of Tests (material wise) and their frequencies compliant to the Works Agreement with the Civil Contractor.
 - Reporting formats including schedule of reporting.
 - Reporting and escalation protocols including methodology for integrating the audit results in system.
 - Audit plan for the first quarter clearly identifying sites to be audited along with specific timelines and the audit stage for each type of work,
 - The frequency and timing of audits of various sites would be agreed in discussion with WAPCOS, however each site must be audited at least once during every two months and for certification of compliance of reported defaults.

ii. Execution of audits

- The execution of audits will be in accordance with the approach and methodology agreed in the Quality Assurance Manual. In general, the purpose of quality audit exercise is to ensure that the work is executed according quality standards of construction as laid down in applicable guidelines and are in line with good engineering practices. The quality audit at construction sites will include (but not be limited to) the following:
 - The role of quality assurance group shall be limited to the random checks but not less than specified in CPWD/MORTH/OPWD & other such schedules of activities of construction from the starting stage to the finishing stage. This would involve setting up of the laboratory (or using existing laboratory), collection of samples and arranging testing, preparation of test reports, reporting to the concerned level of officers through daily, weekly, or monthly reports and suggesting interaction with various departments as and when required, monitoring action taken on observations by executives, reporting through periodical reports and ensuring that the tests are being conducted as per the specifications.
 - The periodicity of the checks will be daily/weekly/monthly other than extra checks specified by the Client/WAPCOS/any Specific Manual. Works of more than 5 crores are of very important nature & shall be checked daily and reported to WAPCOS. Agency shall be responsible for services of all works Specified in this document.
 - Assess independently the quality of construction vis-à-vis the standard and specification defined in the bidding documents, applicable guidelines and in accordance with good engineering practices.
 - Scope of work includes- Quality Testing, Control & Assurance of Main Civil Structure Work including all allied civil, electrical, mechanical (MEP), HVAC and all other components to complete a building in all respect.

- Drains, Sewer, water supply, approach, building works, electrical works: The checking of quality, reinforcement, levels and workmanship as per relevant IS codes/CPWD/OPWD/Building Manual/Tender Document specifications and sound engineering practices.
 - Review the degree of quality control exercised during the construction through a series of test procedures and suggests necessary improvements.
 - Review that the materials have been procured in accordance with the contract agreement and agreed schedule of work.
 - Observe if any of the design issued for construction is not in line with the Quality Standard.
 - Carry out required field testing of quality of materials and works.
 - Review test reports of the materials that were tested by the contractor (if any) as required in the individual contract document and review contractors' quality management system.
 - The scope of work includes all development activities including electrical works, development works in the Project including additional work sanctioned in the project by the Principal Client.
 - Carry out additional testing of the materials and works where necessary through the approved laboratories in Bhubaneswar or Nearby Location.
 - Maintaining Design Mix Reports, Material Testing Certificates, Make/Brand checking as per the Make List of Agreement, Warranties of various Procured Goods etc.
 - Identify and report quality related issues and corrective/remedial measures including assessing compliance of corrective measures proposed in the previous audits. Report on non-compliance of earlier audits remarks shall be brought to the notice of the concerned heads of WAPCOS and follow up action taken to get the defects rectified.
 - Assist WAPCOS in resolving the issues related to non-compliances. The Agency's responsibility does not end by merely pointing the defects rather they should facilitate the follow up action required to rectify the defects.
 - Create photo documentation of quality related issues including its compliances with date and geo tags.
- Check and report on compliance to:
 - Labor laws applicable to construction sites, both Central Government and State Government such as (but not limited to) Contract Labor (Regulation & Abolition)

Act, 1970 etc.

- Safety management at the construction sites as per the relevant IS codes such as (but not limited to) IS 3764: Code of safety for excavation work (first revision), IS 5916: Safety code for construction involving use of hot bituminous materials etc.
- In cases, where a special request is given by WAPCOS, the Agency shall also undertake the following checks
 - Inspect, review and report the adequacy and competence of contractor's staff, labor and machinery.
 - The scope of work of Quality Assurance Agency does not include the detailed check of drawings, designs, specifications, and the tender documents. However, as a special case the same can be got done in specific cases after mutual discussion in case if any significant issue is observed. The scope of work also does not include the check on measurement, bill of quantities etc.
 - Review contractor's action plan for corrective measures in improving Project Quality.
 - Compliance to environment and social safeguard standards.
- Other Requirements/points to be noted:
 - All the apparatus and equipment for the field testing should be made available by the Agency either at Site or at their nearest Lab in Bhubaneswar/Cuttack and the Agency should not depend on the Contractor.
 - In general cases, the tests will be performed at the laboratories of the Agency (Preferred if a site lab is set up). Such laboratories will be equipped with all necessary equipment. In case of additional equipment/machinery/other charges need to be incurred for modification/up gradation of the testing laboratory required by standard practice or special request of the principal client, the expenses would be borne by the Agency. Where use of back-office laboratory is necessary, Agency will take the samples and get it tested with accredited/approved laboratories. The cost of delivery and testing shall be borne by the Agency.
 - The Agency may set up a Temporary Testing Laboratory at a convenient location near to both the Projects in case required with their existing equipment. Quality Assurance Expert from the Agency shall provide the list of equipment required. The materials for which tests cannot be done by the Agency, the samples shall be sent to approved lab and the test houses and shall be borne by the Agency.
 - Providing equipment for testing done would be responsibility of the Agency.
 - The tests shall include all common tests as specified by technical specification and as applicable for each type of works like (a) MORTH, (b) BIS codes, (c) CPWD codes, (d) OPWD (e) Tender Document (f) Client's Quality Guidelines (if any) etc.
 - In case any specific quality testing is required by the WAPCOS/Principal client for

any work within the site, it shall be carried out and the report shall be furnished within a reasonable time.

- Field Testing and sampling shall be done in the presence of WAPCOS's Engineer/ representative and shall be photo documented. All such records should be maintained in a Quality File available at Site for ready reference.
- Field visits shall be carried out 'totally randomly' without advance information to contractors. Agency would issue site instructions through the Project Manager.
- In general circumstances, the defects would be reported to WAPCOS, and he/she would have the right to issue 'stop work' notice (if required) to the contractor. However, in 'emergent and urgent' circumstance the QA/QC/Agency's team may issue stop work notice to contractor and immediately inform WAPCOS and other concerned Senior officers.
- The contract documents along with addendums are the basis of all works to be undertaken under the Project. These are standard documents which will be made available to the Agency.
- The Contract Documents also refer to special specifications which are specific to individual contracts. This information will be made available to the Agency.
- All travel costs within the city will be borne by the Agency and their staff.
- Suitable Site Office (Temporary/Container/Pota-cabin) should be provided by the Agency with suitable power connection and running water for proposed number of staff.
- Works of more than 5 cr value are very important nature will be checked frequently, even daily and the status of work will be reported to WAPCOS on regular basis.

iii. Reporting

- Audit reports would be prepared for each site and submitted immediately. A delay of not more than three days after completion of the field work will be allowed in exceptional circumstances. In addition to the site level reports, consolidated reports would be submitted every month, compiling the findings in the site reports, corrective actions etc. The Agency may be also required to make communications on audit findings at the designated forums as and when required by the client/WAPCOS.
- The Agency would also submit Final review report compiling the findings of the quarterly audit reports. All such Final review report would be submitted 15 days prior to completion of the Project.
- In addition, the Agency shall comply with any other reporting requirements as agreed in the project inception stage.

- All reports on non-compliances are to be transmitted immediately (on real time basis through email).

1.5. Timelines and deliverables

- The consultancy is expected to start work from date of LoA. The contract period shall initially be for the time till completion of Project which can be changed later with mutual consent upon review of performance. The Agency shall start inspection within 10 days of finalization of audit plan and thereafter within 10 days after the end of each quarter. WAPCOS will make necessary arrangements to enable the Agency to conduct audit as per the above schedule.
- The key deliverables for the assignment along with respective timelines are as follows:

<u>Deliverable</u>	<u>Timeline</u>
Quality Testing, Control & Assurance Program (Final Copy)	Within 15 days issue of LoA
Site Visit Report	Every 15 days after issue of LoA
All Site Test Report	Daily Testing at Site and Recording of Results
Non-compliance event report	Immediate
Monthly QA Reports	Within 10 days of end of every Month
Final Review Report	15 days prior to completion of the Project
Presentation / Reporting to WAPCOS on the findings of the audit	Every Month

1.6. Team Composition

- WAPCOS requires full time deployment of following member for a time period till completion of the Project for supporting WAPCOS in carrying out quality test, control & assurance. **The staff below is specified for quantum of works specified in this Document. When quantum of work increases, Agency will have to deploy additional staff of equal competency and qualification as per the instruction of WAPCOS/Principal Client. The approx. cost of the works under scope of this tender is 75 Lakhs.**
- The desired team composition for the project is as follows:

1	Authorized Person to Sign the Contract and Undertake the Work. (Agency Owner / Representative)	1 No.	Engineering Graduate with 25 years of experience out of which min. 15 years in supervision and Quality Assurance
2	Team Leader (Technical)	3 No.	Engineering Graduate with 20 years of experience out of which min. 10 years in supervision and Quality Assurance

3	Engineer (Lab Technician)	3 No.	Diploma holder with minimum 5-8 years' experience or engineering graduate with minimum 3-5 years' experience out of which minimum 2.5 years in quality control & assurance.
4	Support Staff (Non-Technical)	3 No.	Should have adequate experience (3 or more years) in material testing Lab
5	Computer Typist	3 No.	Computer Diploma with minimum 2 years' experience.

3. WAPCOS has assumed single shift working at site and accordingly **manpower has been planned for 3 different locations of the Project.** In case, any time the works at various sites are to be carried out beyond one shift, the Agency must arrange the staff at no extra cost.

4. Agency shall arrange for their own transport.

1.7. Payment

- All mandatory test reports for the Work Milestones should be recorded, audited, and signed by the Agency, Contractor & Site Engineer and to be submitted to Dy. Project Manager, WAPCOS, Bhubaneswar. The Lists of tests conducted for each milestone should be submitted along with non-compliance if any.
- The payment shall be made to the firm as % (% Awarded in the LoA / Quoted %) of the actual expenditure of works paid to the Contractor during the preceding month by WAPCOS and supervised by the agency. The Agency would be paid monthly, in accordance with percentage quoted in the commercial/financial bid/negotiated price of basic payment (excl. GST) made by WAPCOS to the contractors. The actual payment may be finalized after adjustments at the end of Project. If the quality of Services Offered by the Agency in of any project is not satisfactory or delayed substantially, no fee shall be paid for this project to the Agency and a penalty (Liquidated Damage/L.D.) @ 2% of project cost per week (up to a maximum of 10% of total fee) will be imposed on Agency for the works not assured. In case, the Agency failed to provide required no. of staff as per clause 2.4, deduction shall be made on pro-rata basis. It is the sole responsibility of the Agency to ensure Quality at Projects failing which the services shall be termed as void and no fee shall be paid.

1.8. Data and services to be provided by the client

- The Agency will be provided access to all such information as is necessary to plan and execute the assignment. It shall include List of sites, Contracts/tenders for selected sites, including special specifications, Access to sites, etc.

1.9. Review and monitoring of Agency's work

- Agency's performance and quality of work will be continuously reviewed by WAPCOS/Principal Client during Visits.

- There would be formal review, monthly/quarterly by a committee/expert set up at WAPCOS. Unsatisfactory performance will invite penal action including pre closure of contract in accordance with the contract provisions.

2. Instructions to Bidders

A. General Conditions

2.1. Eligible Bidders

The Bidders must fulfill all the terms and conditions as mentioned below:

- 2.1.1. Bidder must be Central/State, Govt. /Private Agencies providing similar services in last 5 years in India.
- 2.1.2. No consortium or Joint Venture is allowed

2.2. Number of Proposals and respondents

- 2.2.1. Each Bidder shall submit only one Proposal, in response to this TOR document. Any Bidder, who submits or participates in more than one Proposal, their bid will be disqualified.
- 2.2.2. The TOR document is not transferable and Proposals shall be submitted only by the Bidder to whom the TOR Document has been issued by WAPCOS.

2.3. Proposal preparation cost

- 2.3.1. The Bidder shall bear all costs associated with the preparation and submission of the proposal. WAPCOS will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 2.3.2. All papers submitted with the bid are neither returnable nor claimable.

2.4. Right to accept and reject any or all the Proposals

- 2.4.1. Notwithstanding anything contained in this TOR Document, WAPCOS reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.
- 2.4.2. **WAPCOS reserves the right to reject any Proposal if:**
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 2.4.3. **Rejection of the Proposal by WAPCOS as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then WAPCOS reserves the right to:**
 - i. Either invite the next best Bidder; OR

- ii. Take any such measure as may be deemed fit in the sole discretion of WAPCOS, including annulment of the bidding process.

2.5. Amendment of TOR Document

- 2.5.1. At any time prior to the Proposal Due Date, WAPCOS, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the TOR document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised TOR Document has been supplied.
- 2.5.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, WAPCOS may, at its own discretion, extend the Proposal Due Date.

2.6. Data Identification and collection

- 2.6.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 2.6.2. **It would be deemed that by submitting the Proposal, the Bidder has:**
 - i. Made a complete and careful examination and accepted the TOR Document in total;
 - ii. Received all relevant information requested from WAPCOS and:
 - iii. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The Project area
 - Existing data or any relevant information
 - All other matters that might affect the Bidder's performance under the terms of this TOR Document.
- 2.6.3. WAPCOS shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

B. Preparation and Submission of Proposals

2.7. Language and currency

- 2.7.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 2.7.2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). If the Proposal is submitted in any other currency, the same shall stand rejected.

2.8. Proposal validity period and extension

- 2.8.1. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and WAPCOS may solicit the Bidder's consent for extension of

the period of validity, if required. WAPCOS reserves the right to reject any Proposal, which does not meet this requirement.

- 2.8.2. In exceptional circumstances, prior to expiry of the original bid validity period, WAPCOS may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period.

2.9. Format and Signing of Proposals/ Bids

- 2.9.1. The Bidder needs to submit their technical and financial proposal in prescribed format (Section V).
- 2.9.2. The proposals/ bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 2.9.3. Bidders would provide all the information as per the TOR Document and in the specified formats. WAPCOS reserves the right to reject any bid that is not in the specified formats.

2.10. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

a) Technical e-Bid- Technical e-Bid will comprise of –

- i) Fee details - Details of Bid processing fee and prescribed EMD
- ii) Eligibility details - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract Agreement if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the Contract Agreement and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the TOR.
- iii) Technical evaluation - Details of all documents needed for technical evaluation as mentioned in this TOR.

b) Financial e-Bid

Price bid –in XLS format to be filled in after downloading from the e- Gem website for this e-tender. There shall be a single financial quote for which the bid is submitted.

2.11. Proposal due date

- 2.11.1. WAPCOS, at its sole discretion, may extend the bid due date by issuing an Addendum.
- 2.11.2. Proposals should be submitted at or before **the Schedule mentioned in Table-01 (Page 3)** to the address provided in Clause 3.10.1 in the manner and form as detailed in this TOR. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 2.11.3. WAPCOS may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 3.5, uniformly for all Bidders.

2.12. Late bid

- 2.12.1. Any bid received by WAPCOS after **the Schedule mentioned in Table-01 (Page 3)** will not be accepted.

2.13. Modifications/ Substitution/ Withdrawal of Proposals

2.13.1. The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the WAPCOS.

2.14. Selection of the Agency

2.14.1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact WAPCOS, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer of WAPCOS in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

C. Bid Opening**2.15. Opening of Proposals**

2.15.1. WAPCOS would open the Proposals **as per the Schedule mentioned in Table-01 (Page 3)** on the Proposed Due Date for the purpose of evaluation.

2.15.2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.

2.15.3. WAPCOS would subsequently examine Proposals in accordance with the criteria set out in this Document.

2.16. Confidentiality

2.16.1. **Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.**

2.16.2. **After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.**

2.17. Tests of Responsiveness

2.17.1. **Prior to evaluation of bids, WAPCOS will determine whether each bid is responsive to the requirements of the TOR Document. The bid shall be considered responsive if:**

- i. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 3.11.
- ii. It is signed, sealed and marked as stipulated in Clause 3.9 and Clause 3.10.
- iii. It contains information in formats specified in this TOR Document.
- iv. It mentions the validity period as set out in Clause 3.8.

2.17.2. WAPCOS reserves the right to reject any Proposal which is non-responsive and no request for

alteration, modification, substitution or withdrawal shall be entertained by WAPCOS in respect of such bids.

2.18. Clarifications Sought by WAPCOS

2.18.1. To assist in the process of evaluation of Proposals, WAPCOS may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.19. Proposal Evaluation

2.19.1. To assist in the examination, evaluation, and comparison of Proposals, WAPCOS may utilise the services of advisor(s).

2.19.2. The bids will be evaluated by the Evaluation Committee to be appointed by the WAPCOS.

2.19.3. The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 3.17. All bids found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in this TOR Document.

2.19.4. Bidders who meet the qualification criteria shall be short-listed (“Pre-qualified Bidders”) for further evaluation.

2.19.5. The envelopes containing the Technical Proposal of the Bidders who do not meet the Qualification Criteria shall not be considered for further process.

2.20. Technical Proposal Screening

2.20.1. The Technical Proposals of the Pre-qualified Bidders would be screened as per the procedure set out in this Document.

2.20.2. The Pre-qualified Bidders would be invited to make the presentation in front of WAPCOS, which will assist in evaluation of the Technical Proposals

2.21. Evaluation of Financial Proposal

2.21.1. The Financial Proposals of only those Bidders whose Technical Proposals are found acceptable/ qualified (Technically Acceptable Bidders) will be opened.

2.21.2. The Financial Proposal will be opened in the presence of the Technically Acceptable Bidders who wish to attend.

2.21.3. The bid of the Technically Acceptable Bidder with the lowest financial bid will be accepted.

2.22. Notifications

2.22.1. WAPCOS will notify the Successful Bidder by a Letter of Intent (LoI) that its bid has been accepted.

2.23. Acknowledgement of LoI and Execution of Project Agreement

2.23.1. Within one (1) week from the date of issue of the LoI, the Successful Bidder shall

acknowledge the LoI and return the same, duly accepted, to WAPCOS. The Successful Bidder shall execute the Project Agreement within two (2) weeks of the issue of LoI.

2.23.2. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoI shall constitute sufficient grounds for the annulment of the LoI. In such an event, WAPCOS reserves the right to:

- i. Either invite the next best Bidder for negotiations, or
- ii. Take any such measure as may be deemed fit in the sole discretion of WAPCOS, including annulment of the bidding process.

2.24. Earnest money deposit (EMD)

2.24.1. The tenderer shall furnish, as part of its e-Bid, **an EMD of INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** in form of FDR (Pledged to WAPCOS Ltd.), BG, DD as per the details given in user manual for paying "e-Tender Processing Fee" & "EMD Online". as the scanned copy of the same (EMD/BG/DD) with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

2.24.2. Agencies registered with Small & Micro Enterprise (MSEs) / NSIC are **exempted** for Tender Fee & EMD Charges as per Gazette Notification dated 23.03.2012 and amendment vide Order No. S.O. 5670 (E) dtd 9th Nov 2018. The bidder must submit the MSEs / NSIC registration details to be eligible under this provision/exemption.

2.24.3. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by WAPCOS.

2.24.4. Unsuccessful Bidder's EMD will be returned after conclusion or discharge of the tender upon request by the respective bidder with a copy of the EMD.

2.24.5. No interest will be paid by the Purchaser on the Earnest Money Deposit.

2.24.6. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract/ Agreement if having required validity & claim period.

2.24.7. The EMD may be forfeited:

- i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
- ii. In case of a successful Bidder, if the Bidder fails to sign the contract / Agreement with WAPCOS.

2.25. Performance Security

2.25.1. To fulfill the requirement of performance security during the implementation period, the **Successful Bidder will deposit 3% (of the Awarded Value) in form of Bank Guarantee or Fixed Deposit** Receipt drawn on any Nationalized Bank (in favour of the WAPCOS) valid till

1 year beyond the actual completion of the Project Construction Works with a provision of its further extension / revalidation for an additional six months. The same may be adjusted if the EMD is having similar validity and claim period.

- 2.25.2. Before the contract is awarded to the Bidder, an agreement will have to be signed by the Successful Bidder at his cost on proper stamp paper as per the Proforma (to be given later by WAPCOS).

D. Project Financial Terms

2.26. Fee for the Project

WAPCOS agrees to pay the quoted/ negotiated fee to the Successful Bidder/ Agency for the professional services rendered by them.

- 2.26.1. The fee is inclusive of fees payable by the Agency to any other sub-Agency and associated Agency and nothing extra shall be payable by WAPCOS.
- 2.26.2. The Agency shall have to make all arrangements for any other facilities required by his staff at their own cost.
- 2.26.3. Agency shall acquaint itself with all the legislation, court and standards prescribed from time to time.

3. Qualification Criteria and Evaluation Process

3.1. Qualification Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. **The Bidder should meet all the criteria.**

- 3.1.1. Bidder must be central/state, Govt./Private Agencies providing similar services in quality assurance in last 5 years in India.
- 3.1.2. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered.
- Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender.
 - Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender.
 - One similar completed work costing not less than the amount equal to 80% of estimated cost.

Completion Cost of Value of Work Undertaken will be considered for this Condition.

Similar Work: Various Component of works refer to as work such as Conducting regular Quality Tests, Maintaining Reports, Routine Quality Control & Assurance measures for Civil, Electrical, Mechanical, Plumbing works for Civil Structure, MEP, HVAC and all allied components of Residential / Non-Residential Multistory Buildings with varied ground strata etc. pertaining to Infrastructure Works.

- 3.1.3. **Average annual financial turn over on quality testing, control, assurance of civil/mechanical/electrical works in residential / non-residential buildings and other**

works should be at least 50 Lakhs each of during last 3 consecutive financial years. The firm should be profit making in each of during last 3 consecutive financial years. Any such certificate must carry UDIN No. (Unique Document Identification Number)

3.1.4. Qualified manpower as per the ToR document

3.1.5. All the bidding State & Central Government/Private Agencies should be duly authorized by the concerned Central/State Governments to provide QA services in the Country. Further, if the Bidder has been debarred / restrained/black listed by any Central Govt./State Govt. agency/Autonomous body /Authority of the Central or State Govt./PSU etc. during the last 07 years ending pervious day of the last date of submission of Tender for providing consultancy services then he will not be eligible to participate in the bidding process for selection of QA/QC works.

3.1.6. The Bidder shall also furnish the following:

(All except financial bid details to be submitted both online & offline)

- i. Original Letter of Authorization to Sign the Bid.
- ii. Letter of Transmittal (**Form T1 & F1**) Including all other forms mentioned in this Bid Document sealed & signed.
- iii. Type of organisation (Govt./Private Agencies) (**Form T2**) with NABL accreditation details.
- iv. Proof of Online Submission of Tender Fee & EMD or Certificate of NSIC / MSEs (**Form-T3**)
- v. Years Sales Turnover & Audited Balance Sheet, profit & loss for Last (5) Years (**Form-T4**)
- vi. Curriculum vitae of key staff in given format (**Form-T5**)
- vii. Performance certificate from previous clients for the last three years for Similar Works satisfying the Qualification Criteria and their PDS in format (**Form-T6**)
- viii. Relevant documents stating legal status of the Bidder
- ix. GST registration Certificate, Copy of PAN (self-attested & sealed Copy)
- x. Team members and their profile.
- xi. EPF / ESI registration copy of the company.
- xii. The bidder shall fill the Financial Bid in (Form F-2) which is available online. No information pertaining to financial bid should be submitted offline.

3.2. Technical Capabilities

WAPCOS will evaluate the technical capability of the bidders based on following parameters:

- 3.2.1. Project experience and specific previous experience in similar assignments (as per the Proforma along with supporting documents)
- 3.2.2. Qualification, competence, and practical experience of key staff in relevant assignments of the project.
- 3.2.3. The approach and methodology proposed to be adapted for conducting the QA/QC audits, special emphasis on supervision and testing of materials.
- 3.2.4. The Successful Bidder will enter into a contract with WAPCOS. The contract would clearly specify the week-wise commitment by the Successful Bidder.

3.3. Evaluation of the Technical Proposal

3.3.1. The Evaluation Committee will evaluate the Technical Proposal based on Proposal's responsiveness to the TOR document using the following evaluation parameters.

Sno	Evaluation Criteria	Marks	
1	Specific experience of the Agency relevant to the assignment: Meeting eligibility 4.1.2 – 20 Marks One more relevant project meeting eligibility 4.1.2- 25 marks Two or more project relevant project meeting eligibility 4.1.2- 30 marks	30	
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	15	
3	Accredited Inspection body by NABCB/NABL for electrical and construction works.	10	
4	Key professional staff qualifications and competence for the assignment		
	Position;	Number	
A	Team Leader (Technical)	3	10
B	Engineer (Lab Technician)	3	10
C	Support Staff (Non-Technical)	3	05
D	Computer Typist	3	20
			45
	TOTAL		100

Equal weightage will be assigned to each CV where multiple CVs must be evaluated

The pre-qualified bidders will be invited to make a presentation of their experience and approach and methodology. There will be no separate marks for the presentation but will be considered for marking of points 1 & 2 above.

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- | | | | |
|----|-----------------------------------|-------|-----|
| 1) | General qualifications | ---- | 30% |
| 2) | Adequacy for the assignment | ---- | 60% |
| 3) | Experience in region and language | ----- | 10% |

Total weightage: ---- 100%

Total points for the above criteria: 100

The minimum technical score required to pass is: 75

3.4. Financial Proposal Evaluation

3.4.1. Financial proposal of only the technically qualified bidders who has scored minimum 75 marks would be opened.

- 3.4.2. The bidder who quotes the lowest price for performing the task shall be declared as the 'successful bidder'.
- 3.4.3. Financial proposal of all the shortlisted Bidders will be opened in the presence of the Bidders' representatives who choose to attend.
- 3.4.4. **In the event that two or more bidders have the same financial bid, WAPCOS may:**
- i. Invite fresh proposals from such Bidders; or
 - ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4. Proforma for Submission

This part of the document provides pro-forma for providing the information. Bidders must sign each page of the bid to be submitted to WAPCOS. Bidder should use separate sheets to fill in these details.

Form – T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

The Senior Executive Director

INFS-III, IP Division

WAPCOS Ltd.

76C, Institutional Area

Sector-18, Gurgaon-122015

Subject: Technical Consultancy Services for Quality Testing, Control & Assurance for WAPCOS

Dear Sir,

We, the undersigned, offer to provide the services (*Insert name of assignment/job*) for WAPCOS in accordance with your TOR Document dated [*Insert Date*] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the TOR Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours

sincerely,

—

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Form – T2

FIRM DETAILS

1. Details of the Firm/ Bidder
 - 1.1. Name of Firm/ Bidder: _____
 - 1.2. Address: _____
 - 1.3. Tel No. (with code) : _____
 - 1.4. E-mail address: _____
 - 1.5. Contact person: _____
 - 1.6. Name and Designation _____
 - 1.7. Address and Telephone No. _____
2. Type of Company (Govt./ Govt. undertaking/ Public Limited/ Private Limited/ Partnership/ Proprietary) _____
3. Date of incorporation with documentary evidence _____
4. Registration detail of firm with documentary evidence _____
5. Legal status of the company (with supporting) _____
6. Banker's name and address _____
7. GST registration no. and copy of the last return filed _____
8. Brief description of the firm and organization structure _____
9. We agree with all the terms and conditions of this TOR document.

Authorized

signatory Name:

Date:

Name of the Bidder with seal

Form – T3

SALEABLE FORM FOR TENDER DOCUMENT

NIT No. & Date

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The Required amount of Earnest money has been deposited in form of _____ and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER

Form – T4**FINANCIAL CAPABILITY**

The following format shall be used for statement of financial capability of Bidders:

Year	Net worth (In Cr.)	Annual Turnover (in Cr.)	Profit / Loss (In Cr.)
2018-19	-	-	-
2019-20	-	-	-
2020-21	-	-	-
2021-22	-	-	-
2022-23	-	-	-

For the purpose of qualification:

- The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
- A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.
- **Bidder shall provide UDIN (Unique Document Identification Number) here with this format.**

Form – T5

CURRICULUM VITAE OF KEY STAFF

1. Proposed Position:

2. Name of Firm:

[Insert name of Bidder proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]

10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

11. Employment Record: *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From [Year To

Year] Authority:

Positions held:

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member] Full name of

staff member Date:

Place:

Signature of the Bidder

**Documents in support of their experience and education must be produced upon request from WAPCOS.*

Form – T6

FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET

Assignment Name:		
Location:		Name and Address of Client:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Agency, if any:		
Project cost (in rupees)		Total project area:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project along with area, details of the facility (special features), technology for construction:		
Description of Actual Services Provided by Your Staff:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

*Bidder needs to furnish relevant client supporting document such as completion certificates and work orders for all the projects. (self-attested copies)

Form – T7

MEMORANDUM

Name of Work: Technical Consultancy Services for Quality Testing, Control & Assurance for WAPCOS

I/We agree to provide our consultancy services for the abovementioned project as per the TOR Document. Our Bid is unconditional and will not make any modification in our terms and conditions for 6 months from the due date of submission thereof.

I/We hereby declare that I/We shall treat the documents, design & drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of WAPCOS.

Signature of the Agency with seal

Dated:

Witness:

Address:

Occupation

Form – T8

APROACH & WORK PLAN

The Bidder should give detailed approach and methodology, tools, surveys which would be undertaken to complete the project. A detailed QA/QC plan and implementation strategy should also be provided in lines with the approach adopted.

Kindly use separate sheets for this section

Form – T9

UNDERTAKING

Name of Work: Technical Consultancy Services for Quality Testing, Control & Assurance for WAPCOS

We confirm that we do not have any pending litigation & non-performing contracts during last 5 years. Further, we have not been barred by Government of India/ any State Government/ Government agency, Supreme Court. We also confirm that we are a NABL accredited/State/Central Govt. Certified Quality Control & Assurance Agency will all the test equipment available with us in Bhubaneswar or Nearby location.

We confirm that we do not have any litigations pending with the WAPCOS as on date of opening of technical bid.

Signature of the Agency with seal

Dated:

Witness:

Address:

Occupation

FINANCIAL FORMAT

Form – F1

Letter for submission of Financial Bid

Date:

The Senior Executive Director
INFS-III, IP Division
WAPCOS Ltd.
76C, Institutional Area
Sector-18, Gurgaon-122015

Sub: Financial bid for Technical Consultancy Services for Quality Testing, Control & Assurance for WAPCOS

Dear Sir,

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum specified in BOQ. The amount of the local taxes, as identified/estimated is shown in the summary separately.

I/we have read and examined the terms and conditions for the work, visited & understood the site condition and agree to abide by these terms.

The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, out of pocket expenses, professional fee, vetting charges etc. **but excluding GST**) and fulfills all the requirements of the TOR Document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand, you are not bound to accept any Proposal you receive.

Signature and Name of the Authorised Person

Name of the Bidder and Seal

Form – F2**STANDARD FORMAT FOR CALCULATION OF FINANCIAL BID**

The financial offer is based on the L1 (lowest quote) in column C of the table below. This form will be available online and to be strictly filled online only. No documents pertaining to Financial Bid should be submitted offline.

<u>Sl. No.</u>	<u>ITEM</u>	<u>Approx – Amount of Works (A)</u>	<u>Percentage of works cost (B)</u> (Rate in figure and in words)	<u>Total C=(A*B)</u>
1	Total Works	Rs. 75 Cr.	Your Quote _____ % (In Words Percentage)	Calculate Fee

Note:

- The above amount is exclusive of GST @18%. GST will be reimbursed upon submission of proof of deposit like GSR-1A, 3B, Challan / Input Credit Ledger etc.
- Retention / Security Deposit @ 2% shall be deducted from each Payment. The same shall be released upon successful completion of the defect liability period of the Principal Client i.e. 1 year.
- TDS at Source shall be deducted from each bill as per prevailing rate.
- The Value of work shall be governed by the approved and verified work on Pro Rata Basis.
- In case of pre-mature closure of the Project, the executed value of work approved and paid to the Contractor shall govern for calculation of the total fee of the Agency (provided the services are satisfactory and as per the rules laid in this contract)

5. Standard Conditions (SC)

5.1. GENERAL PROVISIONS

5.1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the parties or arising out of this project or these terms shall be subject a) Amicable Solution b) Exclusive jurisdiction of, and venue in, the District Court located in Bhubaneswar, Khurdha, Odisha. The decision of CMD, WAPCOS shall be final & binding.

5.1.2. Notices

5.1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

5.1.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

5.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by WAPCOS or the Agency may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

5.1.4. Taxes and Duties

The Agency and their personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the client

5.1.5. Supervision

WAPCOS will get work of the Agency supervised/inspected at any time by any other officer nominated by him who shall be at liberty to examine records, check estimates and samples.

5.1.6. Fraud and Corruption

5.1.6.1. Definitions

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a

selection process or the execution of a contract;

- iii. “Collusive practices” means a scheme or arrangement between the Agency, with or without the knowledge of WAPCOS, designed to establish prices at artificial, non-competitive levels;
- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

5.1.6.2. Measures to be taken

WAPCOS shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive, or coercive practices either during the selection process or during the execution of the contract.

5.2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

5.2.1. Effectiveness of Contract

This Contract shall come into effect on the date LoA with WAPCOS. The date the Contract comes into effect is defined as the Effective Date.

5.2.2. Commencement of Services

The Agency shall begin carrying out the Services from the Effective Date or any such date as specified by WAPCOS.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause SC 6.2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in TOR Document. The agreement may be extended for a period equal to the extension of actual project completion or any other period with the same terms and conditions if mutually agreed by both parties.

5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.5. Force Majeure

5.2.5.1. **Definition:** For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

5.2.5.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as

such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

5.2.5.3. **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.2.5.4. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be paid their due till that day (excluding retention/security if any) under the terms of this Contract, for the purposes of the Services and in reactivating the Service after the end of such period.

5.2.6. Termination

5.2.6.1. By WAPCOS (The Client)

WAPCOS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (vi) of this Clause SC 5.2.6.1. In such an occurrence WAPCOS shall give a not less than fifteen (15) days' written notice of termination to the Agency, and thirty (30) days in the case of the event referred to in (v).

- i. If the Agency does not remedy a **failure in the performance of their obligations under the Contract**, within thirty (30) days after being notified or within any further period as WAPCOS may have subsequently approved in writing.
- ii. If the Agency becomes insolvent or bankrupt.
- iii. If the Agency, in the judgment of WAPCOS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If WAPCOS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Agency fails to comply with any final decision reached as a result of Amicable resolution /arbitration proceedings pursuant to Clause 5.8 hereof.

5.2.6.2. By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to WAPCOS, such notice to be given after the occurrence of any of the events specified in paragraphs (i) to

(ii) of this Clause SC 6.2.6.2:

- i. If WAPCOS fails to pay any money due to the Agency pursuant to the Contract and not subject to dispute pursuant to Clause 6.7 hereof within Ninety (90) days after receiving written notice from the Agency that such payment is overdue.
- ii. If WAPCOS fails to comply with any final decision reached as a result of arbitration pursuant

to Clause SC 5.8 hereof.

5.2.6.3. Payment upon Termination

If the contract is terminated on default of the Agency as defined in clause (i) to (iii) and (vi) of clause 6.2.6.1, then WAPCOS shall have right to encash the performance security and/ or recover any charges from the Agency as maybe deemed fit by WAPCOS.

5.3. OBLIGATIONS OF THE AGENCY

5.3.1. General

5.3.1.1. Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to WAPCOS maintaining integrity, and shall at all times support and safeguard WAPCOS's legitimate interests in any dealings with other Agencies or third Parties.

5.3.1.2. Conflict of Interests

The Agency shall hold WAPCOS's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.3.1.3. Prohibition of Conflicting Activities

The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.3.1.4. Confidentiality

Except with the prior written consent of WAPCOS, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, drawings, designs, images, reports, etc acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.3.1.5. Agency's Actions

The Agency shall inform WAPCOS in writing before taking any of the following actions:

- i. Entering a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Agency

5.3.1.6. Reporting Obligations

The Agency shall submit to WAPCOS the reports and documents specified in deliverables section of

TOR Document, in the form, in the numbers and within the time periods set forth in the TOR Document.

5.3.1.7. Documents Prepared by the Agency to be the Property of WAPCOS

- i. All plans, reports, other documents, and software submitted by the Agency under this Contract shall become and remain the property of WAPCOS, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to WAPCOS, together with a detailed inventory thereof. All the original draft/final reports, images should be submitted to WAPCOS.
- ii. The Agency may retain a copy of such documents and software. However, they are not entitled to use any of them outside this Contract. This shall be protected under the Intellectual Property Rights of WAPCOS.

5.3.1.8. Accounting, Inspection and Auditing

The Agency shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

5.4. AGENCY'S PERSONNEL**5.4.1. Description of Personnel**

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The personnel employed by the Agency shall be full time regular staff. In no case, Agency shall appoint retired/ contractual employees who are not accountable for the work.

5.4.2. Removal and/or Replacement of Personnel

- i. Except as WAPCOS may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications.
- ii. If WAPCOS finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at WAPCOS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to WAPCOS.
- iii. The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.5. OBLIGATIONS OF WAPCOS**5.5.1. Assistance**

WAPCOS shall make its best efforts to ensure that it shall provide the Agency such assistance as reasonably required for the execution of the project with relevant information & guidance.

5.6. PAYMENTS TO THE AGENCY

5.6.1. Contract Price

The Agency Fee will be payable in Indian Rupee as % of the executed work, i.e., approved bill paid to the Contractor in the preceding Month. The Agency must produce their bill based on the verified works bill amount every month / quarter as work progresses on pro-rata basis. The bill acceptance is subject to successful completion of the scope of work defined as per this contract.

5.6.2. Terms and Conditions of Payment

This is subject to receipt of payment from the principal client (Govt. of Odisha) and the same will be made on back-to-back basis within (21) days of receipt of payment. Payments will be made to the account of the Agency and according to the payment schedule stated in the TOR Document.

- a) Deduction of Taxes at Source for the services shall be made as per the prevailing rate.
- b) A security /retention of 2% shall be held until successful handing over to the satisfaction of the Principal Client. The retention shall be returned after completion of defect liability period of the Principal Client that is 1 year from the date of completion of the project.
- c) Release of GST will be on reimbursement mode upon submission of proof of deposit of same.

5.7. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.8. SETTLEMENT OF DISPUTES & ARBITRATION

5.8.1. Amicable Resolution & Mediation

Save where expressly stated to the contrary in the contract any dispute, difference, or controversy of whatever nature between the parties howsoever arising under, out of or in relation to the Contract including disputes if any, with regard to any acts, decision, or opinion of WAPCOS Limited Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set out in **Clause 5.8.2** [Amicable Resolution and Mediation] below.

5.8.2 [Amicable Resolution and Mediation]

Either Party may require such Dispute to be referred to a person nominated by each Party, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual Convenience and in any event within [15 (fifteen)] days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event that the Dispute in question is not resolved amicably within 15 (fifteen) days of such meeting between the Parties in accordance with **Clause 5.8.2** [Amicable Resolution and Mediation] either Party may refer the Dispute to arbitration in accordance with **Clause 5.8.3** [Arbitration

Procedure].

5.8.3 Arbitration Procedure

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 by sole arbitrators appointed by CMD, WAPCOS.

Place of Arbitration

The place of arbitration shall be Bhubaneswar/Khurdha.

English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act.

Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award 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/services 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, testing, 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:

“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 my settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Bhubaneswar/Khurdha Jurisdiction.
- c) It is only upon failure of the pre-litigation mediation mechanism with State/Odisha 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 Associate/Sub-Consultant/Sub-Contractor/Agency 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 Bhubaneswar/Khurdha and any award whether interim or final, shall be made, and shall be deemed for all purpose between the parties to be made, in Bhubaneswar/Khurdha. The arbitration 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 of 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 Bhubaneswar/Khurdha.”

5.9. ABANDONMENT OF WORK

- 5.9.1. If the Agency abandon the work for any reasons whatsoever or become incapacitated from acting as Agency as aforesaid, WAPCOS may make full use of all or any of the reports prepared by the Agency and that the Agency shall be liable to pay such damages as may be assessed by WAPCOS subject to a maximum of 50% (fifty percent) of the total fee payable or the amount of fees paid to the Agency whichever is higher under this agreement.
- 5.9.2. Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Agency shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

5.10. DETERMINATION OR RECESSION OF AGREEMENT

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

- 5.10.1. If the Agency being a firm/company shall pass a resolution or the court shall make any order that the firm/ 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 or which entitled the court to make up a winding order.

5.10.2. If the Agency is in breach of any of terms of agreement.

5.10.3. When the Agency has made himself liable for action under any of the cases aforesaid WAPCOS shall have powers:

5.10.3.1. To determine or rescind the agreement.

5.10.3.2. To engage another Agency to carry out the balance work debiting the Agency the excess amount if any so spent or the Penalty as mentioned above.

Senior Executive Director
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WAPCOS Ltd.
76C, Institutional Area
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