



WAPCOS LIMITED

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

TENDER DOCUMENT FOR

FABRICATION AND INSTALLATION OF SARDAR VALLABHBHAI
PATEL STATUE & ALLIED WORKS FOR ORGI AT MAN SINGH ROAD,
NEW DELHI

WAP/CMU-I/2023-24/ORGI-MSR/STATUE/27

Date: 17-11-2023

WAPCOS LIMITED
1st floor, Plot no. 148, Sector- 44, Gurugram,
Haryana-122015

November, 2023

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)**NIT No. WAP/CMU-I/2023-24/ORGI-MSR/STATUE/27****Date:17.11.2023**

WAPCOS Limited (A Govt. of India Undertaking) for and on behalf of Office of the Registrar General of India (ORGI), invites open tender on Percentage Rate basis from experienced, competent and eligible bidders in a two-envelope system as per below:

1.	Work/ Project	Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi
2.	Site / Location	2/A, Kota House, Man Singh Road, Opposite to Exit Gate of Taj Man Singh Hotel, New Delhi
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	www.wapcos.co.in & www.etenders.gov.in/e procure
4.	Website for Registration/ uploading of Tender	www.etenders.gov.in/e procure
5.	Estimated / NIT Cost	Rs. 19,08,418/- excluding GST
6.	Cost of Tender Document	Rs. 3000/- (Rupees Three thousand Only) as Tender Processing Fee in the form of Demand Draft
7.	Earnest Money Deposit (EMD) / Bid Security	Rs. 38,168/- (Refundable) in the form Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana. The bank account as per details: Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000287 IFSC Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.
8.	Project Completion Period	2.5 months from the date of commencement of work. Agency will start the work immediately as work is most urgent in nature
9.	Bid Validity Period	90 days from the date of opening of Technical bid
10.	Site Visit	Bidders are advised/encouraged to visit the site for actual assessment of the project site location and its consequences during execution of work
11.	Pre Bid Meeting	21-11-2023 at 14:00 hrs. to be held in the office of Sr. General Manager, Construction Management Unit-I at 1 st Floor, NPCC Building, Plot No. 148, Sector- 44 Gurugram- 122003, Haryana
12.	Last date & time for online submission of Technical & Financial Bid	27-11-2023 up to 16:00 hrs.
13.	Offline Submission of Technical document	28-11-2023 up to 12:00 noon in the office of Sr. General Manager, Construction Management Unit-I at 1 st Floor, NPCC Building, Plot No. 148, Sector- 44 Gurugram- 122003, Haryana

14.	Online opening of Technical Bid	28-11-2023 at 16:30 hrs.
15.	Online opening of Financial Bid	Intimated to Technical Qualified Bidders.
16.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	Sr. General Manager, Construction Management Unit-I, WAPCOS Limited. 1st Floor, Plot no.- 148, Sector- 44, Gurugram-122003, Haryana Email: buildings@wapcos.co.in Contact No. +91-124-4488018
17.	The EMD, Solvency/Bankers Certificate/Net Worth Certificate, BG against Performance Security shall be addressed to WAPCOS Corporate Office	WAPCOS Limited 76-C, Institution Area Sector-18, Gurugram, Haryana-122015
If the office of WAPCOS Limited, New Delhi happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.		

- The tender document has to be viewed/ downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. 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. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.
- If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.
- WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

For and on behalf of WAPCOS LIMITED
Sr. General Manager

SECTION-I

INSTRUCTIONS TO BIDDER

SECTION- I INSTRUCTIONS TO BIDDER

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal www.etenders.gov.in/e procure. Tender is invited in Single Stage -Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidder is directed to make all formalities and registration on www.etenders.gov.in/e procure website and submit the Technical Bid and Financial bid.

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

More information useful for submitting online bids on the CPP Portal may be obtained from website: <https://etenders.gov.in/e procure/app>.

1.2 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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 CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

1.3 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, 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, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
- b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
- c) 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.

1.5 SUBMISSION OF BIDS

- a) Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal.
- b) 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.
- c) 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.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- f) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, 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.
- g) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- h) 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.
- i) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- j) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k) 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 & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- l) 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.

2.0 INSTRUCTIONS TO BIDDER

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

- a) Submission of a tender by a tenderer implies that the bidder has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.
- b) WAPCOS Limited desires that the bidders, and sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and the party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining

thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- a) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- b) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- c) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.
- d) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

The Earnest Money Deposit shall be as per the details mentioned in NIT. EMD shall not carry any interest. The Bid Security/ EMD of the unsuccessful bidder shall be returned at the earliest after expiry of final bid validity period and latest by 30th days after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

The successful bidder shall accept the Letter of Award (LOA) within 15 (Fifteen) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any bidder withdraws or make any changes in his offer already submitted before the expiry of the validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the bidder.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful bidder.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- ii. Does not commence the work within the period as per LOA/Contract. In case the LOA/Contract is silent in this regard then within 15 days after award of contract.

The Bid Security will be forfeited in the bidder

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) If the bidder does not accept the correction of his bid price during evaluation; and
- iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

4.0 LANGUAGE OF BID

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

5.0 BIDDERS RESPONSIBILITY

The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

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

6.0 PERIOD OF COMPLETION

The completion period shall be as per NIT. The completion period is for the entire work of planning, execution, approvals, arrangement of materials, equipment, delivery at site including transportation, construction/ installation, testing, commissioning, and successfully handing over of the entire project to the satisfaction of the Principal Employer/ Employer.

7.0 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

8.0 BID VALIDITY PERIOD

Bids validity will be as per NIT. In exceptional circumstances, on expiry / prior to expiry of original bid validity period, the WAPCOS may request the successful bidder for a specified extension in the period of validity. A Bidder may accept OR refuse the request of extension of validity period. A Bidder agreeing Extension of validity period will not be required/nor permitted to modify his bid. In case of refuse of request of extension of validity period tender will be cancelled.

9.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

SECTION– II

SELECTION AND QUALIFYING CRITERIA

SECTION-II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site at his own cost and its surroundings and satisfy themselves before submitting their bids as the proposed statue is to be installed inside the newly built ORGI building, therefore other building may surround the proposed site area where statue is to be installed. Hence, Contractor is advised to confirm the same during the site visit. The safety & security of the surrounding buildings/structures/properties etc will be the sole responsibility of the Contractor during excavation & execution of the project. If any damage occurs to the buildings / properties/ roads during the execution of the project, the same will be rectified or will be newly built by the Contractor at his own cost. The Contractor will consider all safety measures & use latest technology to ensure the same and quote the cost of the project accordingly. Bidders are also advised to inspect and examine the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid in order to avoid impractical and non-serious bids.

A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.0 PRE-BID MEETING

Prospective Bidder requiring any clarification of the bidding documents may notify the Employer via email mentioned in NIT, at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting. Thereafter no further queries/clarifications shall be entertained. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The intending bidders should depute their authorized person to attend the pre-bid meeting. The pre-bid meeting shall be held at the communication address mentioned in NIT. The Addendum/ Corrigendum/Replies to pre bid queries as per Pre bid meeting, shall be uploaded on e-portal & WAPCOS website.

3.0 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 same shall be submitted Offline.

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

A. UPLOADING OF TECHNICAL BIDS

- 1) Bidder will arrange & prepare the all required documents as per Table no.-1.
- 2) After that Bidder will arrange all these documents serial wise as per order given in Table-1 i.e. S.N: a) to s) below
- 3) After that bidder will put continuous page number (without any break) on each page.
- 4) These page numbers shall be marked by bidder in “Check List” again each required documents
- 5) This numbered check list prepared by bidder shall be put on top of arranged numbered documents as per above Sno.2.
- 6) After that Authorized representative of bidder shall Sign & Stamp on each page of these arranged numbered documents.
- 7) The numbered Check List along with required Qualifying Documents arranged as per above Sno-1 to 6 shall be scanned in coloured by bidder and will be uploaded Online for ease of “Technical Evaluation”. If file size is increasing these documents may be split in parts, however serial / order will be kept as per above Sno. 2 & 3 for ease of “Technical Evaluation”
- 8) **Note: There is no need of add any other additional documents apart from the documents asked in Table-1, as additional documents will not be considered during Technical Evaluation**

B. SUBMISSION OF OFFLINE BID

- 9) The proper binded, above Qualifying Documents arranged & page numbered by bidder along with Check List on top (as per above Sno. 1 to 6) with Signed & Stamped on Each Page shall be submitted in one (1) separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 10) **NOTE:-** The above offline documents shall be submitted by bidder on WAPCOS address as per date & time mentioned in NIT, otherwise bids will be rejected.

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

**Table -1: Documents for Technical Qualification
CHECK LIST**

Name of Bidder M/s.....
Name of Work: Fabrication and Installation of Sardar Vallabhbai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

S.N	Particular of Document	Page Nos. (from-to)	WAPCOS Remarks	
			Yes	No
a)	<p>Authority to Sign the Tender</p> <p>a) In case of proprietary firm, the Proprietor shall sign with full name, current address OR by the authorized person Authorized by the Proprietor</p> <p>b) In case of a Limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application.</p> <p>c) In case of PSU or Govt. Organizations Authorized Officials shall sign the bid, having authority to sign.</p>			
b)	Original EMD			
c)	Original Demand Draft for Tender Fees			
d)	Letter of Transmittal for Technical Bid and Financial bid on bidder's letter Head as per given format			
e)	<p>Bidder shall submit "Financial Information" regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2022-23 in Form-A duly certified by Statutory Auditor/ Chartered Accountant of the firm/company which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal in respect of Bidder.</p> <ul style="list-style-type: none"> • Profit / loss (after Tax): The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-23 • Turnover: Average annual financial turnover of Bidder should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2022-23 • Bidder shall attach Balance Sheet and Profit & loss Statement, duly audited by Statutory Auditor/ Chartered Accountant of the firm for last 5 (five) years ending on the financial year 2022-23 in support of Form-A or as per the norms of Govt. of India <p>Note: <i>There is no need to upload entire voluminous balance sheet. However, summarized balance sheet</i></p>			

S.N	Particular of Document	Page Nos. (from-to)	WAPCOS Remarks	
			Yes	No
	<u>(Audited) and summarized Profit & Loss Account (Audited) for last 05 years shall be uploaded.</u>			
f)	<p>Solvency/ Bankers Certificate (40% of estimated cost excluding GST) Or Net Worth Certificate (10% of estimated cost excluding GST)</p> <p>The Bidder / Company should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency/ Bankers Certificate issued from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in prescribed Form 'B-1' should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to "WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The certificate shall be submitted in original and the colour / b&w copy / scanned copy shall not be accepted.</p> <p style="text-align: center;">OR</p> <p>The bidder should submit Net worth Certificate of minimum 10% of estimated cost of the work issued by the Chartered Accountant including mentioning of UDIN No. of Chartered Accountant (on the format prescribed in Form B-2)</p> <p>Note: The Solvency/ Bankers Certificate will be verified from the issuing authority by WAPCOS prior to opening of Financial Bid. The Net Worth Certificate signed by Chartered Accountant will be verified from ICAI Portal.</p>			
g)	<p>Completed Similar Work Criteria:</p> <p>The bidder should have satisfactorily completed the similar types of works as mentioned below during the last seven years ending previous day of last date of submission of tender.</p> <p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p>			

S.N	Particular of Document	Page Nos. (from-to)	WAPCOS Remarks	
			Yes	No
	<p>Note: Similar work shall mean completed work related to Installation of Statue/Sculpture work to Central Govt. / State Govt./ PSUs/ Other Govt. Departments. The bidder shall submit bill of quantity of this similar work to verify that scope of work also includes Statue/Sculpture work. The Bidder / Company shall submit Completion Certificate(s) and work issued by respective Client(s).</p> <p>The value of the work done declared is to be without GST / Taxes. For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @12% shall be deducted for the works completed up to 31.12.2021 and GST @18% shall be deducted for the works completed after 01.01.2022 to establish the value of work done.</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.</p> <p>The past experience in similar nature of work and also for additional experience should be supported by certificates issued by the Client's organization. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works.</p> <p>The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done</p> <p>Note: The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to opening of Financial Bid</p>			
h)	<p>Verification of Solvency/Bankers Certificate and Completion Certificates.</p> <p>Verification should be done from the official email id of issuing Authorities. The bidder will provide official e-mail, Landline number of the Issuing Authorities in prescribed Form-C with undertaking. Bidder will ensure</p>			

S.N	Particular of Document	Page Nos. (from-to)	WAPCOS Remarks	
			Yes	No
	<p>the email ids and landline are in working condition.</p> <p>If Solvency/Bankers Certificate and Completion Certificate are not verified by the issuing authority within 5 working days, then it will not be considered for technical evaluation.</p>			
i)	<p>GST Registration Certificate & PAN:</p> <p>Bidder shall submit valid GST Registration Certificate for the state where work is to be executed and PAN Card. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submitting of 1st bill of executed works.</p>			
j)	<p>Indian Registered Company:</p> <p>The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership Firm. Joint ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm or GST Registration Certificate mentioning Company is Proprietary firm and having Trade name in the name of bidder firm.</p>			
k)	<p>Structure & Organization:</p> <p>The bidder will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the firm/company as prescribed in Form-D.</p>			
l)	<p>The bidder shall have Manufacturing unit/ studio for fabrication of statue. The bidder shall submit the proof of having of manufacturing unit or Undertaking for having of manufacturing unit along with photographs of manufacturing unit.</p>			
m)	<p>Details of qualified Art Personnel of the firm as prescribed in Form: E-1 along with Curriculum vitae (CV) as per prescribed format in form E-2.</p>			

S.N	Particular of Document	Page Nos. (from-to)	WAPCOS Remarks	
			Yes	No
n)	Non - Conviction Certificate: The bidder will submit the undertaking regarding “ Non –Conviction Certificate ” as prescribed in Form-F .			
o)	No Deviation Certificate: The bidder will submit ‘ No Deviation Certificate ’ as prescribed in Form-G .			
p)	Undertaking regarding Blacklisting / Non Debarment The bidder will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in Form-H .			
q)	Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017 The bidder will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in Form –I .			
r)	Preference to Make in India: The bidder shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in Form-J			
s)	Undertaking regarding metal composition of Statue The bidder shall submit the undertaking indicating the percentage range of composition of Architectural Bronze metals used in manufacturing of statue as prescribed in Form- K .			

Date:

(Signature, name and designation
of the Authorized signatory)

4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded online before last date & time of submission of Tender Document.

Quoted amount by the Bidder shall be firm during the performance of the Contract. Quoted amount by the Bidder with any condition shall not be accepted and same is liable to be rejected. Quoted amount by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates.

The Contractor shall submit e-invoice / Tax Invoice (as applicable for the bidder's Firms) to WAPCOS showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal "to avail Input benefit of GST".

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

5.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time. Final selection of the bidder will be made based on the least cost method.

6.0 SIGNING OF THE CONTRACT

The letter of Award will be issued to the successful bidder by WAPCOS which will be duly signed & stamped by the successful bidder as token of unequivocal acceptance and confirmation within 5 working days. Subsequently, successful bidder shall submit the Performance Security of required value within the specified time period. Thereafter, on a date and time mutually agreed upon, the successful Bidder or his authorized representative shall attend the office for signing of the Contract Agreement.

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. The format of signing of agreement and letter of award is enclosed at Annexure-I.

ANNEXURE-I

(Format for "Contract" to be signed on Non-Judicial Stamp Paper of Rs. 100 by successful bidder)

CONTRACT AGREEMENT

This Contract made on the ___ day of ___ 20___ between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of Firm & Address)_____ (hereinafter called "Contractor" of the other part).

WHEREAS the WAPCOS is desirous that Work known as "_____". (Herein after referred to as "Work") under the Tender no. _____ dated _____ should be executed by the Contractor AND WHEREAS by a Letter of Award No. _____ dated _____ issued by WAPCOS Limited and accepted by the Contractor. WAPCOS Limited has accepted a Bid submitted by the Contractor for the execution and completion of such Work AND WHEREAS the Contractor has agreed to undertake such Work and furnish a Performance Security _____(details) pursuant to Tender conditions.

NOW THIS AGREEMENT WITNESSETH as follows;

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz;

- a) Tender Document no. _____ dtd. _____
- b) Letter of Award to Contractor by WAPCOS
- c) Documents furnished by the Contractor during Bidding process
- d) Corrigendum/Amendments, if any
- e) Clarifications / Correspondences, if any
- f) Any other documents as forming part of the contract

1. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
2. In consideration of the payment to be made by WAPCOS to the Contractor as indicated in this Contract, the Contractor hereby covenants with WAPCOS to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
3. WAPCOS hereby covenants to pay the Contractor 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 this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

SIGNED, SEALED AND DELIVERED

For and on behalf of the WAPCOS

For and on behalf of the Contractor

NAME _____
Designation

NAME _____
Designation

in the presence of witness: _____

in the presence of Witness _____

1 _____

1 _____

2 _____

2 _____

NOTE: Contractor shall submit the Original Power of Attorney on Non-Judicial Stamp Paper for this particular Work, in the name of Person who will sign the Contract with WAPCOS after award of Work.

FORMAT FOR LETTER OF AWARD

No.

Date:.....

M/s(Name of successful Bidder)
..... (Address of successful bidder)

Subject: Award Letter for “.....(Name of work)”

Reference: Tender No.

Dear Sir,

We are pleased to inform that work of “.....” is awarded to your firm, in cost of Rs. ----- including GST, according to submission of your technical & financial bids against referred tender for the subjected work.

Work	Awarded Cost including GST
.....(Name of work)	Rs.

- The “Date of Commencement of Work” shall be immediately after award of work and accordingly, planning should be started for deploying manpower, resources as per Terms & Conditions of Tender document.
- The tender document wholly accepted by you along with all related correspondences at the time of bidding shall form a part of this letter of award.
- You are requested to submit the following as per Terms & Conditions of
 - Performance Security @5% of Tendered Value as per the form enclosed in the tender document before signing of the Agreement within 21 (Twenty One) days of the date of acceptance of the letter of award and sign the Contract Agreement.
- Schedule Plan/ Bar chart to complete the work in stipulated time period of ... months (as per tender conditions) from the date of award of the work. The Contractor will make all efforts to complete the work in given period of time, since work is very urgent in nature.
- The terms & conditions of the Work will be governed as mentioned in the tender document.
- Any other Conditions which will be incorporated by WAPCOS after award of work.

This letter of award is being issued to you in duplicate. You are requested to return the duplicate copy of the letter of award immediately duly signed and stamped as a token of your unequivocal acceptance and confirmation of the same.

Thanking You,

Yours faithfully,
(Name & Designation
of the Tendering Authority)

SECTION – III

FORMS

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**LETTER OF TRANSMITTAL FOR TECHNICAL BID**

To,
 Sr. General Manager
 Construction Management Unit-I
 1st floor, Plot no. 148,
 Sector- 44, Gurugram, Haryana-122003
 Email: buildings@wapcos.co.in

Subject: Submission of Bids for Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

- i. I / We acknowledge that the WAPCOS will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed "Forms" for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/we submit the requisite Solvency/Bankers Certificate OR Net Worth Certificate, Completion Certificates, Financial Information's and authorize WAPCOS Ltd. to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- iv. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- v. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

SN	Name of work (Maximum 3 works)	Value of Work	Client

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

LETTER OF TRANSMITTAL FOR FINANCIAL BID

Dated:

To
Sr. General Manager
Construction Management Unit-I
1st floor, Plot no. 148,
Sector- 44, Gurugram, Haryana-122003
Email: buildings@wapcos.co.in
Contact No. +91124-4488018

Sub: Financial Bid for Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

Dear Sir,

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

1. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
2. I / We shall keep this offer valid as period specified in the NIT.
3. I / We hereby submit our FINANCIAL BID and Offer Cost as filled for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-A: FINANCIAL INFORMATION

Years	Gross Annual turnover	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s(Name & address of firm of bidder), as submitted by the firm to the Income Tax Department.

Date:**(Signature of Statutory Auditor/ Chartered Accountant with Seal)****Place:****UDIN No. :**

[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]

FORM- B-1: SOLVENCY/ BANKER CERTIFICATE

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

This is certify that to the best of our knowledge and information that M/s(name of bidder
&
address).....
.....
.....
.....
.....

(Signature for The Bank)

NOTE:

The language of this Form may be changed as per the standard format of Bank, without affecting the objective.

FORM-B-2: FORM FOR CERTIFICATE FOR NET WORTH FROM CHARTERED ACCOUNTANT

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

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

It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2022-23, the Net Worth of M/s.....(Name & Registered Address of Bidder/ Agency), as on(the relevant date) is Rs.....after considering all liabilities. It is further certified that the net Worth of the Company has not eroded by more than 30% in the last Three years ending on (the relevant date).

Signature of Chartered Accountant
(with Seal)
UDIN No. :

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

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM-C: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY****Solvency/Banker's Certificate and Completion Certificate**

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

A. Solvency/Banker's Certificate

Present address of the Issuing Branch	Official Email Id	Landline no	Other Contact no.

B. Completion Certificate

Present address of the Issuing Authority	Official Email Id	Landline no	Other Contact no.

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified by the issuing authority within 5 working days, then our bid is liable to be rejected.

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

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM- D: STRUCTURE & ORGANISATION**

Name of Work: Fabrication and Installation of Sardar Vallabhbai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

S.No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address, Email & official website on which Correspondence will be made during Tendering & after Award of Work	Address: Email: Website:
3.	Telephone no./Telex no./Fax no.	
4.	Legal status of the Bidder (attach copies of document defining the legal status) (a) A Proprietary Firm (b) A Partnership Firm (c) A Limited Company or Corporation (d) A Company registered under company's Act 1956/2013	
5.	Names and Titles of Directors with designation as per Legal Status of Company	
6.	Designation of Senior Level Officers authorized to act for this work	
7.	Any other information considered necessary but not included above.	

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM-E-1: DETAILS OF QUALIFIED ART PERSONNEL OF THE FIRM**

**Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works
for ORGI at Man Singh Road, New Delhi**

SN	Name	Designation	Qualification	Total experience (No. of years)	Remarks
1					
2					
3					
4					
5					

Date:

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

Place:

FORM -E-2: FORMAT OF CURRIULUM VITAE (CV) FOR PROPOSED KEY ART PERSONALS

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

Proposed Position					
Name of the person					
Date of Birth					
Nationality					
Membership of Professional Societies					
Experience in the field of Art Works					
Educational qualifications					
SN	Qualification	Year	Name of College/Unit	Subject	Remarks
Employment Record					
SN	Designation	From	To	Name of Organization	Impart Assignments
Certification:					
<p>1. I am willing to work on the project Sardar Vallabhbhai Patel Statue for ORGI at Man Singh Road, New Delhi and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of my assignment on the project.</p> <p>2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself my qualifications and my experience.</p>					
(Signature of the Art Personnel)			Date:		
Place:					
(Signature, Name, Designation of the Authorized signatory with Seal)					

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-F: NO-CONVICTION CERTIFICATE

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been convicted by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-G: NO DEVIATION CERTIFICATE

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

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.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-H: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT

**Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works
for ORGI at Man Singh Road, New Delhi**

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, Designation
of the Authorized signatory with Seal)**

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

**FORM-I: UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL
RULES-2017**

**Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works
for ORGI at Man Singh Road, New Delhi**

I / we(Name of the Firm)
well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR), 2017 on
procurement from country which shares a land border with India.. I/ we hereby certify that we are
eligible to participate in the tender as per Rule 144 (xi) In The General Financial Rules (GFR), 2017

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)

FORM-J: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

**Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works
for ORGI at Man Singh Road, New Delhi**

We..... (Name of Firm)
hereby confirm that we will follow the Make in India Policy and its Guidelines at the time of execution
of subjected work. We have understood the provisions of Public Procurement (Preference to make in
India) Local content Policy and will achieve the minimum local content target of 50%.

Date:

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

Place:

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM-K: UNDERTAKING REGARDING PERCENTAGE OF COMPOSITION OF ARCHITECTURAL BRONZE METALS**

Name of Work: Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi

We..... (Name of Firm) hereby confirm that we will use following composition of Architectural Bronze metals in manufacturing of Statue as per following:

SN	Metal	Percentage range
1	Copper	55-60%
2	Zinc	25-30%
3	Other diverse metals (Tin, Lead, Iron, Nickel etc.)	10-15%

We also confirm that the detailed test reports for the same from NABL Accredited Laboratory will be provided by us. The employer/ Principal Employer have right to direct us to do the test from any NABL Accredited Laboratory which will be complied by us.

Date:

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

Place:

SECTION – IV

TERMS OF REFERENCE

SECTION – IV**TERMS OF REFERENCE****1.0 DEFINITIONS**

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- The “**Contract**” means the documents forming the tender and acceptance thereof and the formal Agreement executed between the WAPCOS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- “**Employer**” shall mean WAPCOS Limited/ WAPCOS, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work as mentioned in NIT, having their Registered office at 5th floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India & include Engineer-in-charge, Project Manager, their successors & permitted assigns as well as their authorized officer / representatives. WAPCOS Limited is a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
- “**Principal Employer/Owner**” **Office of the Registrar General of India, Ministry of Home Affairs** who has appointed WAPCOS Ltd. as Project Management Consultant for the work mentioned in NIT.
- “**Bidder/Tenderer/Contractor**” shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute Works after award of the Works.
- “**Work/ Project**” means as mentioned in NIT.
- “**Site and location**” means the land/or other places on, into or through where statue is to be supplied and installed under the contract as mentioned in NIT.
- “**Engineer-in-Charge**” means the Officer appointed by WAPCOS who shall direct, supervise and sign the Contract Agreement on behalf of WAPCOS, for the purpose of Contract or his duly authorized representative.
- “**Project Manager, WAPCOS**” shall mean the officer appointed by WAPCOS to supervise the works at site on behalf of WAPCOS and Authorized by the Engineer-in charge.
- **Excepted Risk** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Engineer-in-charge or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
- “**Market Rate**” shall be the rate as checked & verified by the Project Manager, WAPCOS and agreed by the Engineer-in-Charge on the basis of the cost of materials and labour at the

site where the work is to be executed plus the percentage mentioned in Special Conditions of Contract to cover, all overheads and profits.

- **“Tendered Amount”** means the value as quoted by the Bidder during bidding process including GST.
- **“Tendered Value”** means the value of work as stipulated in the letter of award including GST.
- **“Contract Price”** means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract including GST.
- **“Date of Commencement of Work”**: The date of commencement of work shall be the date of start as specified in Letter of Award or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- **GST** means Goods & Service tax- Central, State and Inter State

2.0 PERFORMANCE SECURITY (OR PERFORMANCE BANK GUARANTEE)

- i. The Contractor shall submit an irrevocable **Performance Security of 5% (Five percent) of the “Tendered Value” as per Annexure- II** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Contract on written request of the Contractor stating the reason for delays in procuring the Performance Security, to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Cash (in case Security amount is less than Rs. 10,000/-) or Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the WAPCOS as part of the performance Security and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.
- ii. The Performance Security shall be initially valid up to period of 2.5 years from the date of letter of award plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Security extended to cover such enlarged time. The performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including completion of the Defect Liability Period
- iii. The Engineer-in-Charge shall make a claim under the performance Security except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - Failure by the Contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.
 - Failure by the Contractor to pay WAPCOS any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance Security shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

3.0 SECURITY DEPOSIT / RETENTION MONEY

The Bidder whose tender(s) may be accepted shall permit WAPCOS at the time of making any payment to Contractor for work done under the contract to deduct a sum at the rate of 5% from each running and final bill excluding GST. No interest shall be paid on the amount so deducted.

The Security Deposit as deducted above shall be released within 60 days of successful completion of 2 years Defect Liability Period as Certified by the Engineer-in-Charge from the date recorded by the Client for satisfactory completion of this work.

4.0 COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE

If the Contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under purview of the Contract on account of such breach, pay compensation for delay i.e. Liquidity Damage, a sum not less than 2.0% (Two percent) of the Tendered Value as aforesaid for each week and limited to 10% of the Contract Price. If, still work is not completed by the Contractor after deduction of full Liquidity Damage i.e. 10% of the Contract Price, then Performance Security shall be invoked and deducted security money shall be forfeited and project will be terminated. After that the balance work will be executed by Employer on risk and cost (amount recovered from invocation of Performance Security and Security deposit) of contractor.

In case Liquidity Damage imposed by Principal Employer to the work at any point of time, then full amount of Liquidity Damage (10% of the Contract Price) will be recovered from the up-coming interim bills/ final bill. If the amount of up-coming interim bills/ final bill is less than the amount of Liquidity Damage, then balance amount of Liquidity Damage will be recovered from the Performance Security, Security Deposit and any other financial deposit of Contractor with Employer.

5.0 COMPLETION PERIOD

The completion period will be maximum 2.5 months from the date of commencement of the work. The Contractor will make all efforts to complete the work in given period of time, as work is very urgent in nature

6.0 TEST CERTIFICATES

The bidder has to submit the test report/ certificate of composition of material/ metal, used for manufacturing the statue from NABL accredited labs, before installing the statue at site as per the specification of the tender document. The employer/ Principal Employer have right to direct us to do the test from any NABL Accredited Laboratory which will be complied by us.

The bidder has to submit the duly signed receipt from nearest 'Dharam Kanta'/ Weighing Bridge for measurement of manufactured Statue's weight before installation at site in presence of representative of Employer/ Principal Employer or any committee formed by the Employer.

7.0 DEFECT LIABILITY PERIOD (DLP)

- The Defect Liability Period of two (2) years shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later.
- The Bidder / Company shall submit undertaking after successful installation of statue and completion of works at location with full satisfaction of ORGI and WAPCOS as prescribed at **Annexure-III**.
- If any major defect appears in the works, then it will be replaced during the DLP by the Contractor free of cost & nothing shall be paid extra on any account.
- Any defects or other faults which may appear within defect liability period from the date of successful completion, then it shall be rectified promptly on notification in writing by WAPCOS in this regard and repairs or replacement will be carried out with the materials identical to the original.
- The Contractor shall do periodical cleaning of the statue every 6 months (min 4 times) upto the completion of DLP period.

8.0 Payment Terms

- The payment shall be made after successful installation of statue and completion of work mentioned in Bill of Quantities at site and after submission of running invoices duly signed and verified by the Project Manager, WAPCOS and approved by the Engineer-in Charge.
- The bidder will submit maximum 2 bills for the work i.e. 1st Bill and Final bill.
- The payment will be made according to the actual installed/ executed quantities by the Bidder / Company in respect of Bill of Quantities.
- The Bidder / Company acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder/ Company), WAPCOS is only working as intermediary between ORGI being Principal Employer. Thus the Bidder / Company unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from ORGI being Principal Employer. The Bidder / Company also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company) is not received from ORGI, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder / Company . The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to Bidder / Company).
- All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.

9.0 Insurance

The goods supplied under the fully insured in Indian Rupees against lost/theft/ damage incidental to manufacture or acquisition/ transportation, storage/ delivery, the insurance shall be obtained by the Contractor in an amount equal to 100%of the value of goods from warehouse to Project site on all risk basis including war risks and strikes.

10.0 Safety & Security Measures

The Bidder/ Company will take all the safety, security measures and insurance etc. of the workers/labourers involved in the works as per the standard guidelines of the CPWD Works Manual 2022.

11.0 Arbitration

Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and Bidder, if work is awarded to bidder), or the breach termination or invalidity thereof shall be settled through following mechanism:

- 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 Bidder and ORGI being Principal Employer, thus in the event, any dispute arises under the Contract Agreement (Agreement that will be signed, if work is awarded to bidder) and referred to Arbitration for adjudication, then subject to corresponding clause in the Memorandum of Agreement between ORGI and WAPCOS, ORGI 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 ORGI. 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."

12.0 Governing Laws and Jurisdiction

The tender document shall be governed by the Indian Laws and Rules as amended from time to time. The Courts of Delhi alone shall have exclusive Jurisdiction in all matters arising under this contract.

13.0 Additional Conditions

- The Bidder / Company shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Building Works Committee (BWC) constituted by the Office of the Registrar General of India (ORGI) or third party authorized by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress of works up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Building Works Committee (BWC) constituted by the Office of the Registrar General of India (ORGI), Head of concerned Regional Center of ORGI, or authorized representative of WAPCOS or third party authorized by WAPCOS/ ORGI or any statutory committee, will be carried out or replaced/ modified by the Bidder / Company at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement
- The work shall be executed as per Indian Standard Specification, Code(s) of practice of Bureau of Indian Standards (formerly ISI) or any such other specifications as may be decided mutually by the WAPCOS and ORGI.
- If any type of the miss-happening during the execution of work (i.e. Injury/Mobilization/Loss/Losses in Transportation/ losses in Installation /Theft etc.) & the responsibility of skilled & un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by Bidder / Company .
- The Bidder / Company shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works
- Bidder / Company should hand over the warranty of the branded/ specialized items of used in construction.
- In case of any inconsistency between clauses, the clause favorable/ beneficiary to the Work will prevail which will be decided by the owner and WAPCOS.
- The Contractor shall make his own arrangement for the Temporary connection for Supply of Electricity & Water for Construction Purpose as required at his own cost and pay their monthly bill, if it is not agreed by Principal Employer.
- After award of work, Principal Employer/ Owner expects all the proposed key personnel to be available during implementation of the agreement. The Principal Employer/ Owner will not consider substitution except under exceptional circumstances up to maximum of 50% of key personnel (considering weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.
- The Contractor shall have to make Coordination with other agencies engaged at the site by the Employer at no extra cost and share the Site with other Contractors/agencies, public authorities, utilities working in the area, if any. The Contractor will carry out the entire work in a planned manner by coordinating his work with other agencies, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedment's and other allied work connected with the completion of the building / subject work. In case of any dispute between the agencies engaged on the same work, decision of Engineer-in-Charge shall be final and binding.
- Security Regulations: The Contractor has to strictly follow the security regulations at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken

out from the premises without proper gate pass. The Contractors, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorized entry in the work site on scrutiny of applications in prescribed form. For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the Contractor will have to make application to the Engineer-in-Charge also and keep them informed well in advance. The Contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorize their representatives to collect the entry permits for labour from the Employer's Security Authorities.

14.0 Extra Item, Substitute Items & Deviations

15.0.1 Extra Items:

- In the case of extra item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, the contractor shall submit proper analysis on the basis of the market rates as per the direction of Project Manager, WAPCOS and shall be paid in accordance with rate approved by Engineer-in –charge plus applicable Goods and Service Tax (GST).
- In case the extra item being the Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.

15.0.2 Substituted Items: The specification mentioned in Tender may be substituted as per the requirement of ORGI/ WAPCOS.

- In this case of substituted item(s) being Scheduled item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of substituted item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.
- In this case of substituted item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, the contractor shall submit proper analysis on the basis of the market rates as per the direction of Project Manager, WAPCOS and shall be paid in accordance with rate approved by Engineer-in –charge plus applicable Goods and Service Tax (GST).

15.0.3 Deviated Items:

- If executed quantity exceeds beyond BoQ quantity and is upto 100% limit of BoQ quantity, then the Contractor shall be paid as per the quoted & accepted rates.
- If the executed quantity exceeds beyond 100% limit of BoQ quantity, then the Contractor shall be paid as follows:

- In the case of deviated item(s) being Non Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works. The contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis on the basis of the market rates. Contractor shall be paid in accordance with rate approved by WAPCOS plus applicable Goods and Service Tax (GST) on work contract.
- In the case of deviated item(s) being Scheduled Item according to Delhi Schedule Rates- 2021 for Civil; DSR-2022 for E&M and DSR-2020 for Horticulture & Landscaping works, then rate of deviated item shall be achieved by 89.29% (100/1.12 because 12% GST is already included in DSR) of schedule rate + increased / decreased in the rate as per the % quoted above or below by Contractor. The applicable GST will be paid over the achieved rate after approval of WAPCOS.

15.0 General Technical Specification of work

Contractor shall follow the CPWD Specifications- 2019 (Vol-1 & Vol-2) as published by CPWD, during execution of particular works which are in the scope of contractor.

16.0 Conditions of Contract

The Conditions other than above, if arises during execution of work will be governed by the latest General Conditions of Contract- 2020 for Construction Works and Works Manual 2022 along with latest corrections published by CPWD.

Annexure – II

(To be submitted on non-judicial stamp paper of Rs. 100)

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-122015.

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for **Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi** (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (5% of the said value of the Contract to the Employer).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney / Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

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

Dated this _____ day of _____ at New Delhi.

Authorized Signatory of Bank

Signature

Signature

Name.....

Name.....

Signature Code/ S.S no.

Signature Code/ S.S no.

.....

Annexure – III

(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate and will be signed by the person who sign the Original Agreement)

FORMAT FOR GUARANTEE BONDS REGARDING QUALITY & STABILITY CERTIFICATE

This Supplementary Agreement made this ____ day of _____ 20__ between (Name of Contractor firm & address) _____ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the WAPCOS LIMITED, 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called WAPCOS of the other part) for the Work **Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI at Man Singh Road, New Delhi** in respect of Contract Agreement (hereinafter called the “Original Agreement” signed between(Name of Contractor firm) and WAPCOS on..... dated), whereby the contractor inter alia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, manufacturing defects of materials etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, for the **minimum life of 10 (ten) years**, to be reckoned from the date of start of Defect Liability Period prescribed in the Contract.

The decision of the WAPCOS with regard to nature and cause of defects shall be final. During the period of guarantee the Guarantor shall make good all defects to the satisfaction of the WAPCOS calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS by some other agencies at the Guarantor’s cost and risk. The decision of the WAPCOS as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to make good all the defects, commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and / or damage and / or cost incurred by the WAPCOS the decision of the WAPCOS will be final and binding.

IN WITNES WHEREOF those presents have been executed by the GUARANTOR(Name and Designation who sign the Original Contract Agreement) on behalf of(Name of Contractor Firm) and WAPCOS on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor

For and on behalf of the WAPCOS

NAME _____

NAME _____

Designation

Designation

in the presence of witness:

in the presence of Witness

1 _____

1 _____

2 _____

2 _____

SECTION- V

SCOPE OF WORK

SECTION-V**SCOPE OF WORK****1.0 General**

WAPCOS Limited is a “MINI RATNA-I” Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India. WAPCOS is Project Management Consultant for executing the work of Construction of Multi Storied Office building for ORGI at Man Singh Road, New Delhi. The statue of Sardar Vallabhbhai Patel Statue is to be installed in ORGI building which shall be supplied by the reputed Contractors who have expertise in the field of Statue / sculptures art works as per terms & condition of the Contract.

2.0 Scope of Work

The brief scope of work shall comprise of manufacturing, supply & installation of Sardar Vallabhbhai Patel Statue of 8 feet height and minimum 500 kgs. weight, made up of bronze. No any additional payment will be made if the weight is increased above 500 kgs. The work also involves other allied works i.e. construction of Statue base, platform, background wall/ backdrop of red sand stone including installation of all accessories required to complete the work in all respect, at specified location of newly built Multi Storied Office Building for Office of the Registrar General of India (ORGI), with full satisfaction of Engineer In-Charge of WAPCOS. The work is to be executed as per IS codes, detailed specifications mentioned in the Bill of Quantities (BoQ) & Drawings enclosed in Tender Document.

- a) After award of works, Contractor shall prepare the Maquette of the statue and submit the same to ORGI/ WAPCOS for approval within 7 days after award of work in the office of Registrar General of India before Committee members. WAPCOS/ORGI may reject the Maquette, if it is not upto the mark in term of material, quality, appearance & finishing. The same will be the property of Principal Employer after approval. In the case of rejection of Maquette, one more chance will be given to Contractor to prepare new Maquette, if the new Maquette is again rejected by WAPCOS/ORGI, then the Contract will be terminated. Bidder/ Company shall not cause any action or claim against the WAPCOS/ ORGI for termination of his Contract.
- b) After approval of Maquette, Contractor shall prepare clay model on the basis of approved Maquette. The WAPCOS/ ORGI visit the manufacturer's place where clay model is being prepared for approval of Clay model, before proceeding for metal pouring into the clay model.
- c) Bidder / Company will be required to make necessary arrangement for above visit of manufacturer's place as per mutually agreed time and program for approval of Clay Model. The expenses of max. 4 nos. officials towards the travelling, boarding and lodging will be borne by the bidder.
- d) The manufacturing of statue shall comprise of following stages-
 - (i) Processing of Armature
 - (ii) Clay Modelling – Approval from WAPCOS/ ORGI is mandatory at this stage
 - (iii) Fiber Moulding
 - (iv) Wax Pattern
 - (v) Coring
 - (vi) Dewax
 - (vii) Bronze Casting
 - (viii) Welding
 - (ix) Bronze Finishing & Approved Coloring

- e) Site levelling, Excavation etc. without disturbing the nearby or surrounding building functions for construction of foundation/ footing. The bidder will be fully responsible for any type of defect/ break down upto the installation of statue at site.
- f) Construction of all civil works i.e. RCC base and platform with required finishes for installation of statue as per tender document. Construction of Back drop/ Back ground Brick Wall with Red Sand Stone and other allied works as per tender document.
- g) The contractor must take up all the additional works without any dispute/ claim which are essential to make the work complete in all respect, if directed by WAPCOS/ORGI.
- h) Removable of Malba/ Debris/ Waste material/ etc. from the Construction site and its surrounding to a location outside the campus.
- i) **Technical Specification-** The detailed technical specification for each item to be delivered under this contract is mentioned in the Description of Items of BoQ. The items have to adhere to the standard, quality and material with specified fittings as per Standard norms and attached BoQ.

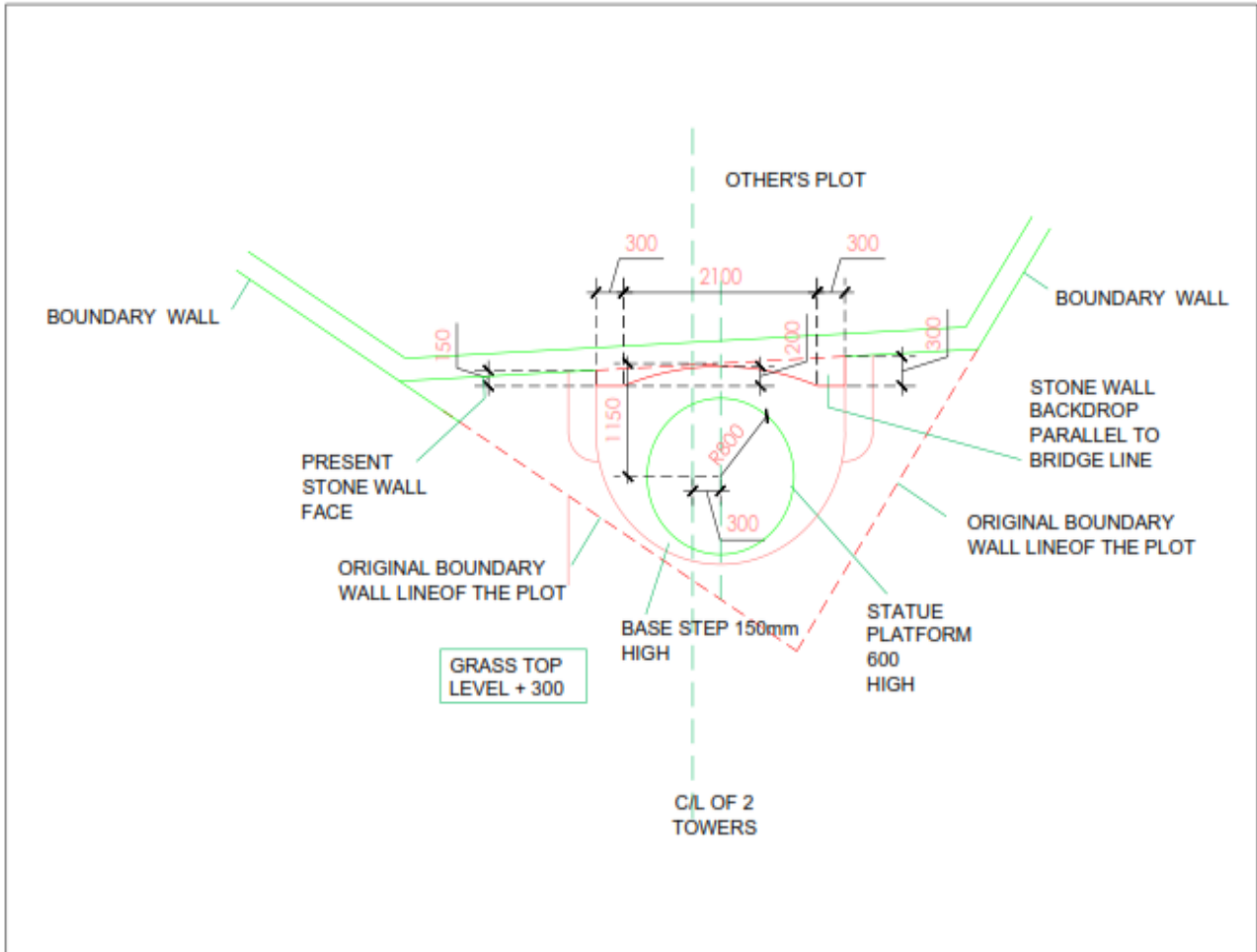
3.0 LIST OF MAKE:

Acceptable makes of materials to be used in the work are as follows. In case of non-availability of these makes, after the approval of WAPCOS/ ORGI, the Contractor can use the alternative makes only BIS marked materials of equivalent reputed brand. Non BIS marked materials may be permitted by the WAPCOS only when BIS marked materials are not manufactured. If any make / brand of the “Material / Article” is not mentioned in following make list, then standard top 5 Manufacturers/ Agencies /Brand Make for that “ Material / Agency” will be considered for approval by WAPCOS /ORGI.

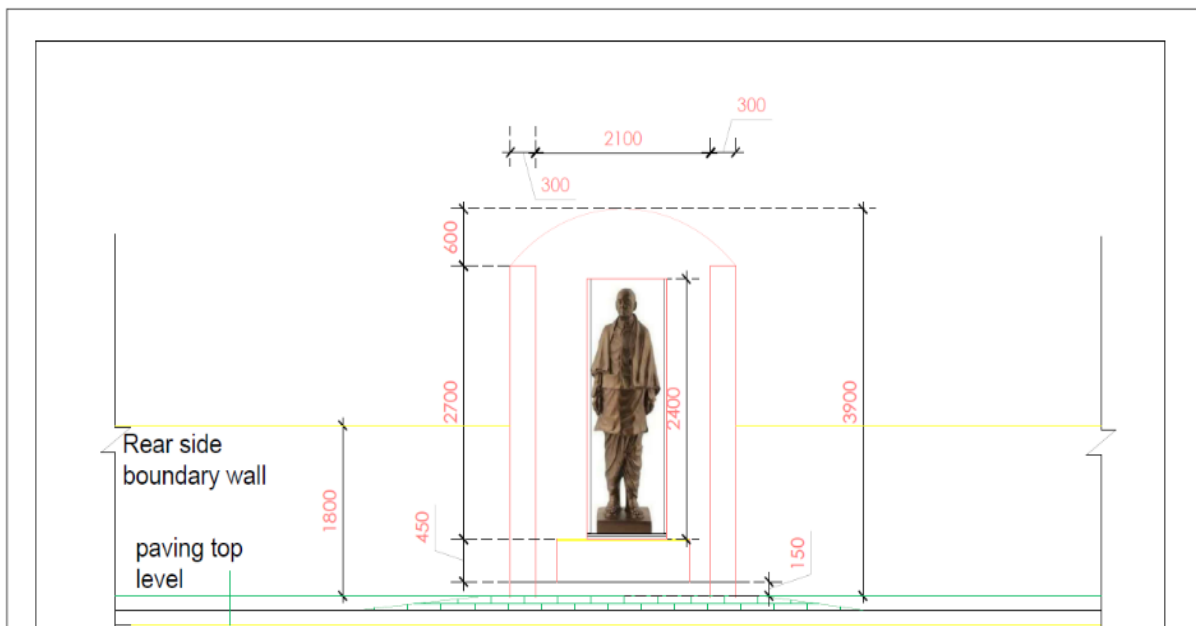
SN	Material /Article	Manufacturers/ Agencies /Brand Make
1	Cement (OPC 43 grade) /PPC	A.C.C., Jaypee Cement, Ultratech, Shri Cement, Gujart Ambuja Cement, Star Cement, Cement Corporation of India, Dalmia InfraPro
2	Steel Reinforcement	SAIL, Tisco, RINL, JSW Steel Ltd, JINDAL, Shyam Steel
3	CPVC Pipe & fittings	Supreme, Finolex, Prince Astral, Prakash, Ashirwad
4	Ceramic glazed wall tiles	Kajaria, Orientbell, Somany, NITCO, HR-Johnson
5	Vitrified Tiles	Kajaria, Orientbell, Somany, NITCO, HR-Johnson
6	Admixtures	FOSROC, SIKKA, CICO Technologies Ltd. Pidilite
7	1 st quality acrylic distemper (Ready Mix)	Bison (Lewis Berger), Beauty (NEROLAC), Tractor Uno (Asian Paints)
8	Premium Acrylic smooth exterior Paint with silicon additives	ULTIMA (Asian Paint), Premium Exterior Emulsion (Dulux), Weather coat long life 7 (Berger)
9	Paints	Lewis Berger, Asian Paints, Nerolac, Dulux
10	Steel/Wood Primer Paints	Lewis Berger, Asian Paints, Nerolac, Dulux
11	Factory Made C.C. Interlocking Paver Blocks	NITCO, KK, NTC
12	Water Proofing Compound	FOSROC, Dr. FIXIT, BASF,CICO, SIKKA
13	Water stops	Hydrotite (Sika India), Dr. FIXIT (Pidilite Industires), Ferrous Crete (Ferrous Crete (India) Pvt. Ltd.)
14	Wall Putty	Dalmia, JK, Birla, Asian

SECTION – VI

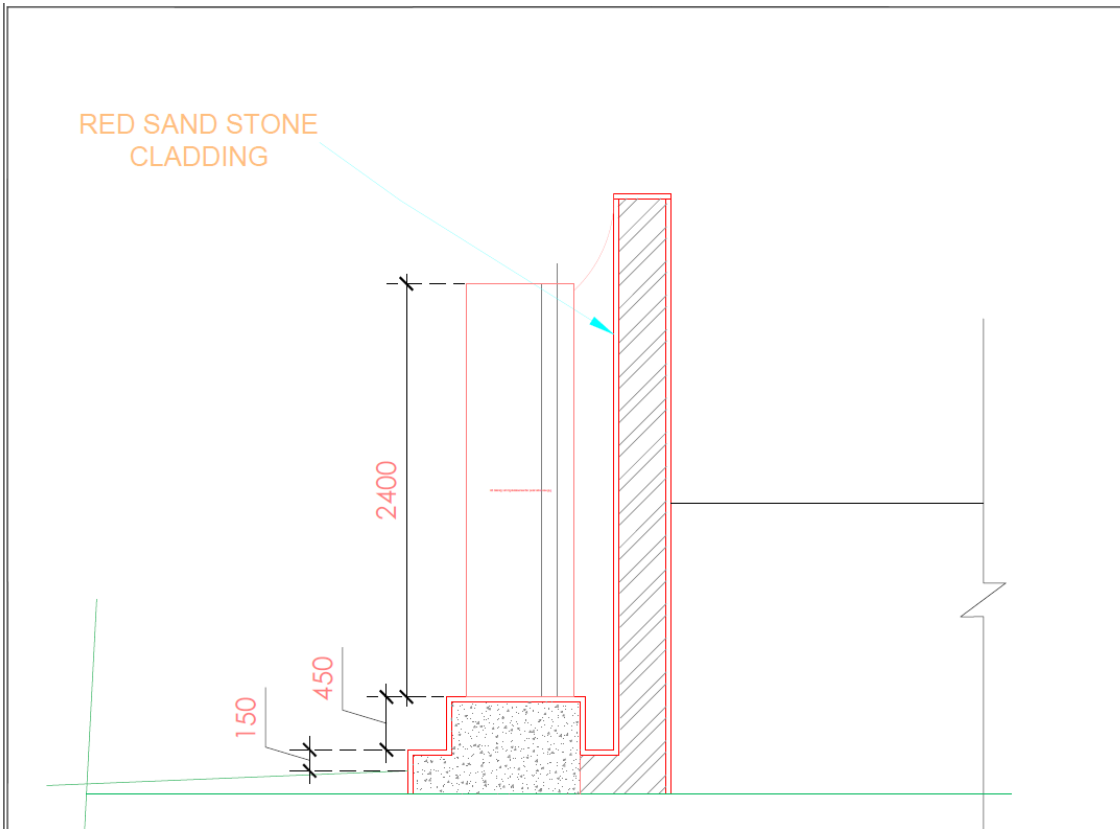
TENDER DRAWINGS



PLAN



ELEVATION



SECTION

SECTION – VII

FINANCIAL PROPOSAL

SUMMARY OF COST FOR PERCENTAGE RATE TENDER

Description	Estimated Cost in Rs. (Excluding GST)	Percentage Quoted (Excess / Less / at par)	Total Amount as per % Quoted (Excluding GST) (Rs.)
Fabrication and Installation of Sardar Vallabhbhai Patel Statue & Allied Works for ORGI	19,08,418/-	DO NOT FILL PERCENTAGE HERE	DO NOT FILL COST HERE
Total amount in words: DO NOT FILL COST HERE AS IT IS TECHNICAL PROPOSAL FILE			

Note:-

- *The Performa for filling the percentage rate is given in Microsoft excel sheet. Bidder shall fill the percentage only up to two decimal place in soft format. The bidder will upload same filled percentage quote in soft Microsoft Excel copy during uploading of financial bid.*
- *The Bidder shall quote Percentage up to two decimal only in bill of quantity of tender.*
- Prices quoted by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “ to avail Input benefit of GST”
- The Contractor shall issue Tax Invoices to the Employer showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”.
- The company shall be performing all its duties of deduction TDS and other deduction on payment made to the 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.

Detailed Bill of Quantities

SN	DSR No.	Description of item	Unit	Qty.	Rate	Amount
A		Statue Works				
1	MR	Manufacturing, Supply & Installation of Sardar Vallabhbhai Patel Statue of 8' height & 500kgs weight made up of Bronze (Copper (55-60%), Zinc (25-30%), other diverse metals (10-15%) (Tin, Lead, Iron, Nickel etc.)) complete including the cost of transportation, all civil materials, related allied works, scaffolding and supporting, 3-4 nos. power point & electrical points for future installation of light fixtures for illumination and all other required accessories i.e. anchors, bolts etc. required to install the statue and all along and complete the work in all respect as directed by Engineer in Charge at site.	nos.	1.00	1486819.00	14,86,819.00
B		Civil Works				
2	2.6.1	Earth work in excavation in all kind of soils by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.	cum	15.75	185.13	2,915.80
3	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	cum	6.00	228.83	1,372.98
4	4.1.6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 40 mm nominal size derived from natural sources)	cum	1.38	6010.57	8,321.63
5	5.9	Centering and shuttering including strutting, propping etc. and removal of form for				
	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	sqm	10.88	277.49	3,017.70
6	5.9.14	Extra for shuttering in circular work (20% of respective centering and shuttering items)	sqm	10.88	55.50	603.56

SN	DSR No.	Description of item	Unit	Qty.	Rate	Amount
7	5.22.6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	490.58	80.78	39,628.65
8	5.33	Providing and laying in position ready mixed or site batched M-25 reinforced cement concrete work with minimum cement content of 330 KG per CUM; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete.	cum	4.91	7824.99	38,393.31
9	8.14.1.5	30 mm thick Red sand stone - exposed face fine dressed with rough backing: Stone work (machine cut edges) for wall lining etc. (veneer work) upto 10 metre height, backing filled with a grout of average 12 mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade : (To be secured to the backing and the sides by means of cramps and pins which shall be paid for separately) :	sqm	47.01	3811.53	1,79,180.03
10	13.6.1	20 mm cement plaster of mix 1:4 (1 cement: 4 coarse sand)	sqm	47.01	228.02	10,719.22
11	6.34	Brick work with non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength in super structure above plinth level up to floor V level in :				
	6.34.2	Cement mortar 1:6 (1 cement : 6 Coarse sand)	cum	6.60	6917.13	45,653.06

SN	DSR No.	Description of item	Unit	Qty.	Rate	Amount
12	13.21	Extra for providing and mixing water proofing material in cement plaster work in proportion recommended by the manufacturers. (Unit : per bag of 50 kg cement used in the mix)	nos	7.50	54.56	409.20
13	13.8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	47.01	111.60	5,246.32
14	13.43	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :				
	13.43.1	Water thinnable cement primer	sqm	94.02	58.26	5,477.61
15	13.46	Finishing walls with Acrylic Smooth exterior paint of required shade :				
	13.46.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	sqm	47.01	150.35	7,067.95
16	13.44	Finishing walls with water proofing cement paint of required shade :				
	13.44.1	New work (Two or more coats applied @ 3.84 kg/10 sqm)	sqm	47.01	87.95	4,134.53
17	8.2	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to give high gloss finish etc. complete at all levels.				
	8.2.2	Granite stone slab of colour black, Cherry/Ruby red				
	8.2.2.2	Area of slab over 0.50 sqm	sqm	15.00	3987.72	59,815.80
18	8.4	Extra for fixing marble /granite stone, over and above corresponding basic item, in facia and drops of width upto 150 mm with epoxy resin based adhesive, including cleaning etc. complete.	m	22.50	428.52	9,641.70
		Total cost of work excluding GST				19,08,418.0