



**वाष्कोस लिमिटेड**  
**WAPCOS LIMITED**

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

76-C, Institutional Area, Sector 18, Gurgaon

**TENDER DOCUMENT FOR**

**Hiring of Consultancy Services for Construction of OBC Hostels sanctioned under State  
Sector Scheme – Package 1**

District	Town	College	Type	Capacity	Category
Rayagada	Bissam Cuttack	Maa College Markam	Boys	100	OBC
Rayagada	Bissam Cuttack	Maa College Markam	Girls	100	OBC
Rayagada	Muniguda	Muniguda degree College	Boys	100	OBC
Rayagada	Kesinghpur	Devgiri Degree College	Boys	100	OBC
Rayagada	Kesinghpur	Devgiri Degree College	Girls	100	OBC

**WAP/IP/OBC2/2023/01 Date: 07.12.2023**

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**NOTICE INVITING TENDER (NIT)**

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**NOTICE INVITING TENDER (NIT)**

WAPCOS Limited (A Govt. of India Undertaking), invites “**Online Electronic Tenders**” for Preparation of Architectural & Engineering Designs, Drawings and Detailed Estimates on LCS (Least-Cost Selection) basis from experienced Agencies and competent bidders for the work as per the following details:

1.	Name of Work / Project	:	Notice Inviting Tender for “Hiring of Consultancy services for Construction of OBC Hostels sanctioned under State Sector Scheme – Package 1”																																				
<table border="1"> <thead> <tr> <th>District</th> <th>Town</th> <th>College</th> <th>Type</th> <th>Capacity</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>Rayagada</td> <td>Bissam Cuttack</td> <td>Maa College Markam</td> <td>Boys</td> <td>100</td> <td>OBC</td> </tr> <tr> <td>Rayagada</td> <td>Bissam Cuttack</td> <td>Maa College Markam</td> <td>Girls</td> <td>100</td> <td>OBC</td> </tr> <tr> <td>Rayagada</td> <td>Muniguda</td> <td>Muniguda degree College</td> <td>Boys</td> <td>100</td> <td>OBC</td> </tr> <tr> <td>Rayagada</td> <td>Kesinghpur</td> <td>Devgiri Degree College</td> <td>Boys</td> <td>100</td> <td>OBC</td> </tr> <tr> <td>Rayagada</td> <td>Kesinghpur</td> <td>Devgiri Degree College</td> <td>Girls</td> <td>100</td> <td>OBC</td> </tr> </tbody> </table>				District	Town	College	Type	Capacity	Category	Rayagada	Bissam Cuttack	Maa College Markam	Boys	100	OBC	Rayagada	Bissam Cuttack	Maa College Markam	Girls	100	OBC	Rayagada	Muniguda	Muniguda degree College	Boys	100	OBC	Rayagada	Kesinghpur	Devgiri Degree College	Boys	100	OBC	Rayagada	Kesinghpur	Devgiri Degree College	Girls	100	OBC
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2.	Site / Location	:	Odisha																																				
3.	Website for viewing tender	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> and <a href="https://gem.gov.in">https://gem.gov.in</a>																																				
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<a href="https://gem.gov.in">https://gem.gov.in</a>																																				
5.	Approximate Estimated Cost of Work	:	<b>Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) exclusive of GST</b>																																				
6.	Cost of Tender Document	:	<b>Nil</b>																																				
7.	Amount of Earnest Money Deposit	:	2% of Estimated Cost i.e. Rs. 28,000/- in the form of RTGS/NEFT/D.D./Banker’s Cheque/ FDR in favor of ‘WAPCOS Limited’ payable at Gurugram, Haryana OR Can be accepted in the form of bank Guarantee in prescribed format issued by a nationalized / scheduled bank																																				
8.	Project Completion Period	:	<b>12 Months/Till Completion of the Project, whichever is later</b>																																				
9.	Validity of Bid/Tender	:	<b>120 Days from Bid Opening date</b>																																				
10.	Site Visit	:	Not - Mandatory																																				

11.	Pre Bid Meeting (for the bidders who conducted mandatory site visit)	:	The pre-bid meeting will not be held. Bidder(s) can ask queries in writing to tender inviting authority (WAPCOS LIMITED) till 2 days before last date of tender online submission as mentioned in NIT. Any amendment(s)/ corrigendum/clarification(s) with respect to this Tender shall be uploaded on the GEM Portal only. The bidders should keep themselves updated by regularly visiting the GEM Portal website for any amendment/corrigendum/ clarification in regard to this Tender.
12.	Last date & time of Procurement / download of tender Document	:	As per the GEM Portal
13.	Offline Submission of Technical Document, Tender Fees and EMD etc. as detail in Tender for bidders.	:	Within 24 hours after Last date of online Bid submission in the office of Executive Director (INFS-II), WAPCOS, Gurugram
14.	Last date & time for online submission of Technical & Financial Bid	:	As per GeM Portal
15.	Online opening of Technical Bid	:	As per GeM Portal
16.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
17.	WAPCOS Communication address during Tendering and execution of works	:	Executive Director (INFS-II) WAPCOS Limited. 76-C, Sector-18, Gurugram-122015, Haryana Email: <a href="mailto:hsu@wapcos.co.in">hsu@wapcos.co.in</a> Contact No. +91-124-2399427 / 431
<ul style="list-style-type: none"> <li>Exemption in EMD &amp; Tender document fee for registered Micro and Small Enterprises only under MSME: The companies who are registered as Micro and Small Enterprises are exempted from the submission of Tender document fee on submission of requisite proof in the form of valid certification from MSME.</li> <li>If the office of WAPCOS Limited, Gurugram 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.</li> </ul>			

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates/Amendments/Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it

will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on GEM Portal <https://gem.gov.in>.

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

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

### **IMPORTANT POINTS**

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

**For and on behalf of  
WAPCOS LIMITED**

**Executive Director (INFS-II)  
WAPCOS Gurugram**

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**SECTION-I**  
**INSTRUCTION TO BIDDER**

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## SECTION 1 INSTRUCTION TO BIDDER

### 1.1 SPECIAL INSTRUCTION TO BIDDER FOR E- TENDERING

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

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

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

#	Module	Link for Training Module
1	Introduction to Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a> <b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-</a>
4	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a> <b>Error! Hyperlink reference not valid.</b>

5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-</a>
7	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid</a> <b>Error! Hyperlink reference not valid.</b>
8	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>
9	Bill of Quantities [BoQ] – Seller	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf</a>

### TENDER DOCUMENTS

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

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

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

### CLARIFICATION OF BID DOCUMENTS

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in the pre-bid meeting / as mentioned in the NIT.

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

tender documents shall be entertained and the WAPCOS Limited shall remain indemnified on all counts in this regard.

#### **AMENDMENT OF BID DOCUMENTS**

At any time prior to the deadline for submission of bids, 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.

#### **PREFERENCE TO MAKE IN INDIA**

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

#### **RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017**

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a

consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 3) “Bidder from a country which shares a land border with India” for the purpose of this Order means:
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:
- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means;

**Explanation:**

- “Controlling ownership interest” means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
  - “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
  - d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### **SUBMISSION OF BIDS**

#### **Online submission of Bid**

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

### **Technical Bid**

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

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

*Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 8 of ITB and other requirements mentioned elsewhere in the Tender document.*

### **Financial Bid**

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

### **Deadline for Submission of Bids**

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

### **Modification and Withdrawal of Bids**

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

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

### **OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER**

The documents which shall be mandatorily submitted in Physical form as below:

- a) Notarized Power of Attorney / Authorization Letter in case of Proprietor firm, to sign the Tender in original as per clause 2.18 of Instructions to Bidders.
- b) Receipt of EMD submission through RTGS/NEFT/D.D./Banker's cheque/ Insurance Surety Bonds/ FDR.
- c) Solvency Certificate in original as per format enclosed in FORM-L

**The physical submission of remaining part of Technical Bids is not mandatory.**

**The Technical Bid should not contain any financial information related to Financial Bid.**

## 1.2 MINIMUM REQUIREMENTS AT BIDDER'S END

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

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

## 1.3 INSTRUCTION TO BIDDER

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

- a) The Schedule of Quantity is given in **Scope of Work**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
- vi. 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.
- vii. 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.
- viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- ix. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- x. 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
- xi. 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.



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

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. Bids not accompanied with EMD shall be rejected as non-responsive.
3. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
4. The bank details of WAPCOS Limited are  
Account Number – 193502000000281  
A/c Holder – WAPCOS Limited  
Bank Name – Indian Overseas Bank  
Branch name: NHB, Gurugram  
IFSC code: IOBA0001935
5. Unsuccessful bidder's EMD will be released after award of work to the Successful bidder

#### **Forfeiture of EMD**

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

#### **1.5 COST OF BIDDING**

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

## 1.6 LANGUAGE OF BID

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

## 1.7 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

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

## 1.8 ANNEXURES

The successful Bidder shall submit the following documents and follow the guidelines as per “**Section of Annexures**” mentioned in tender document.

Annexure- I	:-	PERFORMANCE SECURITY
Annexure- II	:-	SAFETY CODES

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

**For & on behalf of  
WAPCOS Ltd.**

**APPENDIX-I**

**BANK GUARANTEE FORMAT FOR EMD**

**(To be submitted on Stamp paper of At least Rs.100)**

WHEREAS, M/s ..... having their Registered/Head Office at

..... (hereinafter called "the Bidder") has submitted his Bid dated ..... for the ..... [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer)

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

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

THE CONDITIONS of this obligation are:

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

OR

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

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

This Guarantee will remain in force up to and including the date

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

Notwithstanding anything contained herein

i) Liability under this guarantee shall not exceed .....

- ii) This bank guarantee shall be valid upto ..... and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee before..... (indicate a period twelve months after the date of issue of Bank Guarantee).

**DATE**

**SIGNATURE:**

(Signature of Witness)

SEAL

**SECTION – II**

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**SELECTION AND QUALIFYING CRITERIA**

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## SECTION 2 SELECTION AND QUALIFYING CRITERIA

### 2.1 SITE VISIT

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

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

### 2.2 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) till 2 Days before last date of tender submission as mentioned in NIT.

### 2.3 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded **with properly readable coloured scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

Table 2.1: Format of Check List

Sl. No.	Particular of Document	Yes	No	Page Nos
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Scanned copy of EMD as mentioned in NIT.			

c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-23 duly certified by Chartered Accountant. <b>(Form-A)</b> .			
e)	The contractor should not have incurred any financial loss (profit after tax should be positive) in more than two years during last Five years ending 2022-23. duly audited and Attested by the Chartered Accountant. <b>(Form-A)</b> .			
	<b>Turnover:</b> Average annual financial turnover of the bidder should be at least 50% of the estimated cost of work during the last <b>3 years</b> consecutive financial years ending 2022-23. This should be duly audited by the Chartered Accountant doing Statutory Audit with UDIN number.			
f)	<p>The contractor/bidder should also have satisfactorily completed the similar type &amp; nature of work or works as mentioned below during the last seven years (Form-B). In case of an experience certificate from a private agency, bidder needs to submit the TDS certificates as a proof of the same.</p> <p>1. One similar completed work costing not less than 80% of the estimated cost of work Or</p> <p>2. Two similar completed work costing not less than 50% of the estimated cost of work Or</p> <p>3. Three similar completed work costing not less than 40% of the estimated cost of work</p> <p>Similar work means: "Preparation of DPR (Design, Drawing, Estimate) for construction of Residential/ Commercial Projects."</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>The past experience should be supported by completion certificates indicating completion cost, date of commencement and</li> </ul>			

	<p>date of completion etc.</p> <ul style="list-style-type: none"> <li>• The value of the work given in NIT is without GST /Section – I</li> <li>• Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes.</li> </ul> <p>For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done.</p>			
g)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit a <b>Solvency certificate</b> from any scheduled commercial bank in Original from Banker for a sum of at least 40% of the estimated cost. <b>Solvency Certificate shall be issued after the date of publishing of NIT &amp; be addressed to the tendering authority quoting the name of the work.</b></p>			
h)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C)</b></p>			
i)	<p>Copy of P.F and PAN Number and GST Registration Certificate.</p>			
j)	<p>The bidder should be an Indian Registered Company / Proprietorship Firm/ Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. Note: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Passbook for the Current Account in the name of Proprietor Firm.</p>			
k)	<p>Bidder should not be blacklisted/ debarred by any Government / semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D).</b></p>			
l)	<p>Letter of understanding the project site on bidder letter Head <b>(Form-E).</b></p>			
m)	<p>No Deviation Certificate in prescribed format in</p>			



	Bidder's Letter Head <b>(Form-F)</b> .			
n)	Consent Letter to execute the Integrity Pact <b>(Form-G)</b> .			
o)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			
p)	<b>Authorization letter of bidder's representative for site visit on behalf of bidder firm duly signed by WAPCOS representative.</b>			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non - compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

**Bidders who full fill the above requirements shall only be technically qualified. Nonfulfillment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above-mentioned requirements.**

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

The documents which shall be mandatorily submitted in Physical form as below:

- a) Notarized Power of Attorney / Authorization Letter in case of Proprietor firm, to sign the Tender in original as per clause 2.18 of Instructions to Bidders.
- b) Receipt of EMD submission through RTGS/NEFT/D.D./Banker's cheque/ Insurance Surety Bonds/ FDR.
- c) Solvency Certificate in original as per format enclosed in FORM-L

**The physical submission of remaining part of Technical Bids is not mandatory.**

**The Technical Bid should not contain any financial information related to Financial Bid.**

**The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected.**

## 2.5 TECHNICAL EVALUATION CRITERIA

### First Stage:

The first stage of technical evaluation will be based on fulfilling the Qualification criteria based on Table 2.1: Format of Check List above. The agencies qualifying and justifying the eligibility criteria with documentary proof are only considered for further second stage technical evaluation.

### Second Stage:

The Second Stage Technical Evaluation Criteria shall be as given below:

**Table 2.2: Second Stage Technical Evaluation**

Sr No	Particular	Scoring	Max Marks
<b>1</b>	<b>Design Consultancy and PMC, DPR for Residential/ Commercial Projects</b>		<b><u>30</u></b>
i	Project cost upto 6 Cr.	10	
ii	Project cost upto 10 Cr.	20	
iii	Project cost upto 14 Cr.	30	
<b>2</b>	<b>Approach and Methodology</b>		<b><u>30</u></b>
i	Methodology	15	
ii	Work Plan	15	
<b>3</b>	<b>Average Annual Turn-over in previous three years ending FY 2022-23</b>		<b><u>20</u></b>
i	From ( $\geq$ ) Rs. 7.5 Lakh to ( $<$ ) Rs. 15 Lakh in last three years	10	
ii	From ( $\geq$ ) Rs. 15 Lakh to ( $<$ ) Rs. 30 Lakh in last three years	15	
iii	More than ( $\geq$ ) Rs. 30 Lakh in last three years	20	
<b>4</b>	<b>Team of Expert having similar experience</b>		<b><u>20</u></b>
i	Team Leader Civil Engineer with minimum 25 years' experience on pay role of company	10	
ii	Civil Engineers on pay role of company with minimum 15 years of experience @2.5 marks per engineer	10	

Detailed technical evaluation will be taken up in respect of only those bidders who meet the prescribed minimum qualifying eligibility criteria. The bidders securing minimum 75% marks in Table 2.2: Second Stage technical evaluation shall be considered for opening of financial proposals.

## 2.6 CONTENTS OF FINANCIAL BID

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

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on DSR & applicable Cost Index or Gujarat SOR provisions and

Non-scheduled items as per the standard practice. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor/Agency. **The Goods and Services Tax (GST) shall be paid extra over quoted cost to the agency.**

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/Agency on GST Portal "to avail Input benefit of GST". The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor/Agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

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

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

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

The financial proposal is to be filled by bidder in the excel file attached in e-tenders portal. After that, same filled excel file, will be uploaded by bidder at the submission of Financial/Price Bid.

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

## **2.7 OPENING OF FINANCIAL BID**

The financial bids of the technically qualified bidders shall be opened at the notified date & time by email.

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

## **2.8 PARALLEL CONTRACTS OR SPLITTING OF AWARD**

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.

2) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Services, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements)for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 50:25:25, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth delivery of Services as per requirements.

## **2.9 AWARD CRITERIA**

After closing of Technical & Financial Bid process, WAPCOS Limited will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest.

The Award of work shall be fixed in following manner for: -

- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.

**For & on behalf of Tenderer**

**SECTION – III**

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**GENERAL CONDITIONS OF CONTRACT**

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## **SECTION 3      GENERAL CONDITIONS TO CONTRACT**

### **3.1    GENERAL RULES & DIRECTIONS**

The contract shall be based on the schedule of unit rates and prices submitted by the bidder.

The bidder shall fill in rates and prices for all the items of the schedule of works.

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

- Covering all works under scope of work in particular field work, office work, preparation of reports/ drawings/ sketches etc as indicated in the tender documents, including provision of skilled personal, etc.
- Taking all necessary safety precautions;
- Local issue shall be managed by the contractor in his own cost.

### **3.2    TERMS AND CONDITIONS**

#### **3.2.1    Time of Completion:**

All works including submission of final report shall be completed as per the time specified at Clause 7.1 Scope of Work.

In the event of any delay in mobilization of manpower and completion of work in the specified completion time, a penalty of 2% of the remaining part of the contract value, per week shall be charged subject to the maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

#### **3.2.2    Performance Guarantee (In the form of BG)**

- i.        A The bidder shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of 10 days from the date of issue of the letter of award. This period can be further extended by the Engineer-in-charge up to a maximum period on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in- Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee 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 guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.
- ii.        The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Bidder/contractor, without any interest.

- iii. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer- incharge may claim the full amount of the Performance Guarantee.
  - b) 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.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of WAPCOS.
- v. The Performance Guarantee shall be refunded to the Contractor soon after the completion of works, issuance of the completion certificate and release of final payment to the vender. **Note: Confirmation of all Bank Guarantees submitted to WAPCOS by bidders may be sought from issuing bank through Structured Financial Messaging System (SFMS), as per details given below:**
  - "Indian Overseas Bank, NHB, Gurgaon,**
  - Branch Code: 1935**
  - IFSC Code: IOBA0001935**
  - Beneficiary: WAPCOS Limited"**
  - Acknowledgement Number so generated may be provided along with the BG's.**

### 3.2.3 Variation

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

Escalation/Price Variation: No claim because of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. However, in case WAPCOS is compensated by client for change in Quantity, the same compensation shall be pass on to the agency.

### 3.2.4 Measurement and Payment

The agency's works carried out at site shall be got verified by the Engineer-in-Charge for the site. On receipt of the contractor's statement referred to as above the Site Engineer or his authorized representative shall verify the payment due to the contractor/agency to the extent considered justified after taking into cognizance.

- a) The estimated value of the consultancy works executed and checked by the employer's representative upto the end of each milestone.
- b) The total amount certified on previous interim payment certificate.
- c) Deductions if any.

Each payment certificate shall be issued by the Site Engineer or his authorized representative within 7 (seven) days from the date of receipt of contractor's statement, along with relevant field documents, and subsequent verification certificate(s) from the site representative about the accuracy, quantum and relevancy of works as per terms of contract. If any lacuna is observed in the contractor statement, the same shall be intimated to the contractor within 7 (seven) days.

### **3.2.5 Retention Money/Security Deposit**

a) Deduction of Retention Money amounting to 5% (Five percent) of the Works executed shall be made by the Engineer-in-Charge.

b) The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Contractor against the WAPCOS. Provided always that, if at such time there shall remain to be executed by the Contractor any Works ordered during such period, the WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall, in the opinion of the Engineer-in-Charge represent the cost of the Works so remaining to be executed.

C) Retention Money shall be refunded six months after the successful completion of work and release of final payment.

### **3.2.6 Back to Back Payment**

The Contractor acknowledges that under the present Work, WAPCOS is only working as intermediary between our client being Principal Employer and Contractor. Thus, the Contractor unconditionally acknowledges that the payments under the present Contract shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days' subject to receipt of payment from our client being Principal Employer. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Principal Employer/Client, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. The said condition shall supersede any and all other conditions of Contract between the parties.

### **3.2.7 Liquidated Damages for Error /Variation.**

In case of any error or Variation OR plagiarism is detected in the data, data analysis or reports submitted by the consultant and such error or variation is the result of negligence or lack of due diligence on the part of the consultant, the consequential damages thereof shall be quantified by WAPCOS in a reasonable manner and recovered by way of deemed liquidated damages, subject to a maximum of 10% (10 percent) of the Agreement value.



### **3.2.8 Liquidated Damages for delay**

In the event of any delay in mobilization of manpower and completion of work in the specified completion time, a penalty of 2% of the remaining part of the contract value, per week shall be charged subject to the maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

### **3.2.9 Taxes and Duties**

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

### **3.2.10 Program**

The contractor shall furnish within seven days of the Letter of Award full particular of his program of field/ home office activity proposed for timely execution of the contract. Program should cover intermitted milestones and list of submittals corresponding to each milestone for approval.

### **3.2.11 Contractors Superintendence and Obligations**

The contractor shall intimate the employer within 3 (three) days the name of the authorized person with contact number, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

### **3.2.12 Insurance**

The contractor shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the contractor, the contractor shall pay compensation to the victims.

The contractor shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favorable than those required by law.

In case, any delay occurs due to local hindrance the contractor shall mobilize additional man power and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The contractor shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

The contractor shall submit daily progress report to WAPCOS site engineer. The contractor shall equip their site in charge with a mobile phone to facilitate communication and control over work progress.

No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of field investigation shall be entertained by WAPCOS at any stage.

In case of any dispute in the award of work or execution of works, the decision of CMD, WAPCOS is final and binding on all the parties.

### **3.2.13 Settlement of Dispute**

Any disputes or differences including those considered as such by only one of the parties, arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration.

### **3.2.14 Arbitration**

“Any dispute, controversy or claims arising out of or relating to the work 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 Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

**SECTION- IV**

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**SPECIAL CONDITIONS OF CONTRACT**

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## SECTION 4 SPECIAL CONDITIONS OF CONTRACT

### 4.1 SPECIAL CONDITIONS OF CONTRACT

The Special Condition of Contract (SCC) shall be followed by the Contractor in addition to the General Condition of Contract (GCC) of tender document. The following General Condition of Contract of this tender are modified/added as detailed below. In case of any discrepancy between GCC and SCC, the SCC will succeed over GCC.

Clause No.	Description	Applicability/Modified/ Added
<b>DEFINITIONS</b>		
<b>Added</b>		
<b>2(iii)</b>	<b>Work / Project Means:</b> As mentioned in NIT	
<b>2(iv)</b>	<b>Site / Location</b> As mentioned in NIT	
<b>2 (vi &amp; VII)</b>	Engineer-In-Charge & Accepting Authority Will be intimated to the successful Bidder at the time of issue of Notice to Proceed the works.	
<b>2 (x)</b>	Market Rate Percentage on cost of materials and labour to cover all overheads and profits	Not Applicable
<b>2(xi)</b>	Standard Schedule of Rates Schedule of Rates (Civil)	Not Applicable
<b>2(xvi)</b>	Date of Commencement of work	5 days after date of award of Work
<b>CLAUSES OF CONTRACT</b>		

Clause 3.2.2	Performance Guarantee i. Performance Guarantee.	<b>Applicable</b> 5% of Tendered Value The Performance Guarantee shall remain in force and effect for a period of one year from the date of completion of work
	iii. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. iv. Validity of Performance Guarantee	20 days The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 1-year claim period beyond that.
Clause 3.2.5	Security Deposit/Retention Money	Applicable 2.5 % of Tendered Value
	Release of Security Deposit/Retention Money	Successful Completion of work & issue to completion certificate from WAPCOS (i.e. one month from the date of successful completion of project and release of final payment to the vender)
Clause 3.2.8	Compensation for Delay Liquidated Damages (LD)	<b>Applicable</b> In the event of any delay in mobilization of manpower and completion of work in the specified completion time, a penalty of 2% of the remaining part of the contract value, per week shall be charged subject to the maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.
Added	Time and Extension for Delay	Applicable
	Number of days from the date of issue of letter of acceptance for reckoning date of start	5 days
	Stipulated time of completion of project	<b>As Mentioned in NIT</b>

New Clause (Added)	Payment	It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the Agreement between WAPCOS and the Contractor; the contractor shall become entitled to payment only after WAPCOS has received the corresponding payment(s) from the Client/ Owner for the work done by the contractor. Any delay in the release of payment by the Client/ Owner to WAPCOS leading to a delay in the release the corresponding payment by WAPCOS to the contractor shall not entitle the contractor to any compensation/ interest from WAPCOS. All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.
Clause 3.2.12	Insurance	Applicable
Clause 3.2.6	Back to Back Payment	<p style="text-align: center;"><b>ADD</b></p> <p>The Associate/Sub-consultant/Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between ST&amp;SC Development, M&amp;BCW Department being Principal Employer/Client and Associate/Sub-Consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from (ST&amp;SC Development, M&amp;BCW Department) being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from (ST&amp;SC Development, M&amp;BCW Department) (Principal Employer/Client), then WAPCOS &amp;/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.</p>

**SECTION- V**

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**FORMS**

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**SECTION 5      FORMS**

**5.1 LETTER OF TRANSMITTAL**

(on Bidder Original Letter Head)

To  
The Executive Director (INFS-II),  
WAPCOS Limited

**Sub: Sub: Hiring of Consultancy services for Construction of OBC Hostels sanctioned under State Sector Scheme – Package 1**

Ref: -  
NIT No: -

Dear Sir,

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

Yours faithfully,

(Signature, Name and  
Designation of the  
Authorized Signatory)

**Date:**

**Place:**

**Name and seal of Bidder**

**5.2 FORM-A FINANCIAL INFORMATION**

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

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

<b>Years</b>	<b>Gross Annual turnover in similar works</b>	<b>Profit/Loss (After Tax)</b>
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

- 2. Financial arrangements for carrying out the proposed work: It is hereby declared that -  
----- (Name of firm with address) has enough financial resources to execute the proposed work.

**Signature of Chartered Accountant/ statutory Auditor (UDIN No.) (with Seal)**

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

**Note: Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.**



#### 5.4 FORM – C STRUCTURE & ORGANISATION

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

**Signature of Bidder(s)**

**5.5 FORM – D NO CONVICTION CERTIFICATE**

**FORM-D**

**FORMAT FOR NO-CONVICTION CERTIFICATE**

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

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

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

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

Yours faithfully,

(Signature, Name and  
Designation of the  
Authorized Signatory)

Date:

Place:

**Name and seal of Bidder**

## 5.6 FORM – E UNDERSTANDING THE PROJECT SITE

### FORM-E

#### FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following: -
- a). Topography of the Area.
  - b). Soil & rock conditions at the site of work.
  - c). Sources & availability of approaches for working conditions at site.
  - d). Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g). Availability of water & electricity.
  - e). The existing roads and access to the site of work.
  - i). Availability of space for putting labour camps, Offices, stores, Explosive magazine, godown, Engineering yard etc.
  - j). Climatic condition and availability of working days
  - k). Law & Order, Security & Working conditions.
  - l). Methodology to be adopted for successful completion of work.
  - m). Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderer & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We have quoted my/ our rates for each of the items in "Schedule of Items."

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,  
(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

**5.7 FORM – F NO DEVIATION CERTIFICATE**

**FORM-F**  
**FORMAT FOR NO DEVIATION CERTIFICATE**

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

To  
The Executive Director (INFS-II)  
WAPCOS Limited,

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

Dear Sir,

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

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

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

Yours faithfully,

Date:

Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

## 5.8 FORM – G FORMAT FOR INTEGRITY PACT

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

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

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

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**



**5.9 FORM – G INTEGRITY AGREEMENT**

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

**BETWEEN**

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

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

**PREAMBLE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

**Article 6: Duration of the Pact**

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

**Article 7: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....  
 ..... (For and on behalf of Principal/Owner)

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

WITNESSES:

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

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

Place:

Dated:

**5.10 FORM – H FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,  
DISQUALIFICATION**

**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,  
DISQUALIFICATION**

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

To  
The Executive Director (INFS-II)  
WAPCOS Limited,

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

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

Yours faithfully,

(Signature, name and designation of the  
Authorized

signatory) Date:

Place:  
**Bidder**

**Name and seal of**

## LITIGATION HISTORTY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2020 or currently in execution.

### 1. ARBITRATION CASES

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

### 2. COURT CASES

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

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**



**5.11 FORM – I FORMAT FOR UNDERTAKING REGARDING BLACKLISTIN / NON-DEBARMENT**

**FORMAT FOR UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT  
[To be submitted on Bidder's Original Letter Head]**

Name of Work: .....

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

To,

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

Dear Sir,

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

For .....

Authorised Signatory

Date:

## 5.12 FORM – J FORMAT OF CONTRACT AGREEMENT

This agreement made this ..... day of ..... BETWEEN the M/s. WAPCOS Limited (A Miniratna Public Sector Undertaking of Government of India Undertaking, under the Ministry of Water Resources), a company Registered under the Companies Act, 1956 having its registered office at Kailash,5th Floor, 26 Kasturba Gandhi Marg, New Delhi – 110 001 and Corporate at Gurgaon , Haryana (hereinafter called “the employer” which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the One Part AND .....(name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “EMPLOYER” is desirous of .....and the Contractor has offered to .....AND WHEREAS the CONTRACTOR has deposited a sum of Rs ..... as Performance Security in the form of ..... For the due fulfillment of all the Conditions of Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

- 1) That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - The Contract Agreement
  - The Letter of Acceptance
  - The Tender submitted by the Contractor
  - Instructions to Tenderer
  - Conditions of Contract
  - Specification for the Works
  - Price Bid
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
- 3) That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
- 4) That the Employer hereby covenants to pay the Contractor, in monthly invoices submitted by him against the services rendered, as per the rates prescribed in the work order dated ..... In consideration of such completion of the Contract, the “Contract Price” of Rs.....(Rupees.....) at the times and in the manner prescribed in the Contract. IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written. Signed and Sealed by:

CONTRACTOR

Signature :

Name :

Designation :

Seal :

Seal : In the presence of Witness

Signature:  
Name & Address:

Signature:  
Name & Address

### 5.13 FORM – K FORM OF BANK GUARANTEE BOND (IN LIEU OF SECURITY DEPOSIT)

This Bank Guarantee No.

Date:

1. In consideration of WAPCOS Limited, a company Registered under the Companies Act, 1956 having its registered office at Kailash, 5th Floor, 26 Kasturba Gandhi Marg, New Delhi – 110 001 (hereinafter called the “WAPCOS”) having agreed to exempt M/s.....having its Registered Office at.....(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between WAPCOS and Contractor for ..... (Herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production for of a Bank Guarantee .....only),we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the WAPCOS an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the WAPCOS by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, ..... (indicate the name of Bank)do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the WAPCOS stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the WAPCOS by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say.....only)
3. We undertake to pay to the WAPCOS any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We ..... further (indicate name of the Bank) 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 Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.
5. We, ..... further agree (indicate name of the Bank) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall

not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, lastly undertake not to (indicate name of the Bank) revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to (..... Only).

Dated the .....day of .....2023.

**5.14 FORM – L FORMAT SOLVENCY CERTIFICATE**

**Date: .....**

**SOLVENCY CERTIFICATE**

To

WAPCOS Limited  
76-C, Sector 18, Gurugram – 122015 Haryana

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

This is to certify that to the best of our knowledge and information that M/s ..... having its registered office at ..... and Head office at ....., a customer of our bank is respectable and can be treated as good for any engagement upto a limit of Rs. .... /- (Rupees .....Only).

It is clarified that this information is furnished without any risk or responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer for furnishing the same to you.

Signature of Branch Manager

Stamp

**5.15 FORM – M FORMAT GFR Rule 144 (xi)**

**Date: .....**

**UNDERTAKING**

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

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

Date:

Place:

(Signature, name and designation of the Authorized signatory)

**Name and seal of Bidder**

**SECTION- VI**



**ANNEXURES**





**SECTION 6      ANNEXURES**

**6.1 Annexure – I GUARANTEE BONDS**

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and ..... between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor interalia, 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, finishing, manufacturing defects of materials etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge 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 Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge 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 Engineer-in-charge will be final and binding on the parties.

IN WITNES WHEREOF those presents have been executed by the obligator and by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE WAPCOS LIMITED BY\_ \_\_\_\_\_  
in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

## 6.2 Annexure – II PERFORMANCE SECURITY

### **FORM OF PERFORMANCE GUARANTEE** **(To be submitted on Stamp paper of At least Rs.1000)**

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

In consideration of \_\_\_\_\_ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting in to a contract valued at Rs. (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5 % of the said value of the Contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the 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.

**6.3 Annexure – III ADVANCE PAYMENT BANK GUARANTEE**

**FORM OF BANK GUARANTEE BOND (IN LIEU OF SECURITY DEPOSIT)**

Bank Guarantee

No.

**(To be submitted on Stamp paper of At least Rs.100)**

Date:

1. In consideration of WAPCOS Limited, a company Registered under the Companies Act, 1956 having its registered office at Kailash, 5th Floor, 26 Kasturba Gandhi Marg, New Delhi – 110 001 (herein after called the “WAPCOS”) having agreed to exempt M/s..... having its Registered Office at ..... (herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated ..... made between WAPCOS and Contractor for ..... (herein after called the said “Agreement”), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ..... only), we ..... (herein after referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the WAPCOS an amount not exceeding.....against any loss or damage caused to or suffered or would be caused to or suffered by the WAPCOS by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the WAPCOS stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the WAPCOS by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (say..... only)
3. We undertake to pay to the WAPCOS any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We ..... further (indicate name of the Bank) 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 Agreement and that it shall continue to be enforceable till all the dues of the WAPCOS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

WAPCOS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ..... , we shall be discharged from all liability under this guarantee thereafter.

5. We, ... further agree (indicate name of the Bank) that the WAPCOS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the WAPCOS against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the WAPCOS or any indulgence by the WAPCOS to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, lastly undertake not to (indicate name of the Bank) revoke this guarantee during its currency except with the previous consent of the WAPCOS in writing.
8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to (..... Only).

Dated the ..... day of .....2023

## **6.4 Annexure – IV SAFETY CODES**

### **SAFETY CODE**

#### **1.0 INTRODUCTION**

1.1 The purpose of the present document is to outline the minimum safety requirements applicable to personnel, equipment and facilities during erection, pre-commissioning and commissioning activities of OWNER / CONSULTANT Construction Sites. Constructing safe structure and providing safe working environment to the personnel is a vital factor in successful construction business. Safety and health are as much as part of effective project planning and control as the cost, schedules, procurement and quality. Indeed they are all closely interrelated. Productivity, safety and quality can move forward in close proximity.

#### **1.2 OBJECTIVES**

OWNER/CONSULTANT Site Management has following main objectives regarding safety at site.

- a) No Accident
- b) To make the environment safe
- c) No harm to people
- d) Safety is everyone's responsibility
- e) To make the job safe

#### **2.0 GENERAL**

2.1 These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.

2.2 OWNER/CONSULTANT will assist Contractors in any practical way to facilitate safe working, and requires full co-operation in observing these rules.

2.3 The rules for Health and Safety specified herein are in no way intended to relieve the Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.

2.4 In all matters arising in the performance of the Contract, the Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.

2.5 The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.

2.6 The Contractor's representative on Site shall communicate details of these rules for Health, Safety and Environment to all Contractors' employees and to all Subcontractors and Subcontractors' employees employed on the Site.

2.7 The requirements of the Client/Owner's existing Site Rules/Regulations form part of the Contract and in the case of conflict between the OWNER/CONSULTANT'S rules, the highest standard shall be applied.

2.8 At the tender stage OWNER/CONSULTANT will require to see a copy of the Contractor's policy, organization and arrangements for the Health and Safety at Work. The Contractor shall submit complete documents Health and Safety Questionnaire. Contractor shall deploy safety officer of adequate experience at each work site or during each shift including Sunday/holiday with approval of EIC/Owner.

### **3.0 SITE HEALTH, SAFETY AND ENVIRONMENT INDUCTION**

3.1 All personnel shall receive OWNER/CONSULTANT and Contractors' site Health, Safety and Environment induction before they commence work on site. The induction shall comprise information on the various hazards which they may come into contact with, instructions on the site emergency procedures, warning and alarm systems, and permit to work system, first aid locations, welfare facilities, access routes and project specific rules.

3.2 It is the responsibility of the Contractor to familiarize all new personnel to the Project on the actual location of muster points, fire alarm points, first aid stations and the like.

### **4.0 DEMARCATION**

4.1 Construction personnel are restricted to the construction areas shown on the Contract Drawings. Any personnel found on/in or interfering with the existing works/plant, without permission, will be dismissed from site. Any work outside of these areas may only be carried out with the written agreement of OWNER/CONSULTANT.

Before any work is started on the site, the Contractor's representative shall report to OWNER/CONSULTANT, who will confirm to the Contractor's representative, the limits of the working area(s) and shall be informed of any special requirements appertaining thereto.

### **5.0 ACCESS TO THE CLIENT'S FACILITIES/BUILDINGS**

5.1 The Client's Facilities, including the canteen/cafeteria and toilets shall not be used by Construction Personnel.

5.2 Construction Personnel shall not enter any of the Owner's building unless escorted by a member of the OWNER/CONSULTANT'S staff (or working with prior agreement to Owner's Permit to Work System).

### **6.0 BEHAVIOR ON SITE**

6.1 All Contractors' personnel shall treat everyone with respect and will refrain from any sexually suggestive or abusive comments or behavior.

## **7.0 SMOKING, EATING AND DRINKING**

7.1 Smoking, eating and drinking is allowed in designated areas.

## **8.0 DRUGS AND ALCOHOL**

8.1 The possession or use of illicit drugs and alcohol on site is not permitted. Anyone who is found, or suspected to be, under the influence of either will be removed from site (subject to the Contractors' disciplinary procedure).

8.2 Anyone taking prescriptive drugs shall advise their employer, in particular those drugs that may impair their performance. Their employer may make arrangements to assign them to more suitable work, but shall ensure that the OWNER/CONSULTANT Construction manager is informed without delay.

## **9.0 PERMIT TO WORK SYSTEM**

9.1 All construction works will be carried out under a permit to work system. It is designed to protect personnel and plant and consists of an organized and predefined safety procedure. It forms a clear record of all foreseeable hazards which have been considered in advance of construction operations.

9.2 The identities of the permit "Issuing Authority" will be OWNER and the "Permit Acceptor" will be the Contractor.

9.3 The following types of permits will be issued:

- Clearance Certificate - all other permits are invalid without this Certificate, (this certificate can be used for general work).
- Electrical Work Permit.
- Confined Spaces Work Permit.
- Excavations Work Permit.
- Working at Height work Permit.
- Road Closure Work Permit.

9.4 Written requests for permits must be submitted to Owner at least twenty-four hours in advance and the permits will be issued daily. Permits shall be given to Safety Officers of the contractor, by representatives authorized by Owner in approved formats.



## **10.0 ACCESS, SITE PASSES AND SECURITY**

### **10.1 Passes**

All personnel and vehicles shall enter and leave the site via the entrance authorized for construction personnel and traffic. Contractors' employees shall not enter any part of the site other than for the purpose of carrying out the Works.

All personnel shall be issued with a site pass. The site pass must be carried (or displayed on the pass holder's lapel) at all times. Details of all personnel requiring site passes shall be submitted to OWNER/CONSULTANT at least seven working days in advance of the planned start-on-site date. Site passes shall be submitted for inspection on entering or leaving the site, or when requested for inspection by OWNER/CONSULTANT or Security.

Loss of site passes must be reported immediately to Owner/Consultant. Lack of a site pass may mean delay at the site entrance. Owner/Consultant shall not accept any responsibility for lost time or costs incurred.

On completion of their assignment, or termination or their employment, all personnel will return their site pass to Owner or Owner representative/ Owner authorized personal.

### **10.2 Security**

The security of Contractor's plant, tools, equipment, materials (including free issue materials properly handed-over by Owner/Consultant) are the responsibility of the Contractor. It is the Contractor's responsibility to satisfy themselves that the security arrangements in existence on the site are adequate. The Contractor shall provide any other security measure that he deems necessary for the control and security of Contractor owned equipment and plant, including for free-issue plant and materials, both within the site establishment area and the working areas on the site.

Owner accepts no liability for any loss, damage or deterioration to the Contractor's plant tools equipment and materials.

Owner reserves the right to search at random all personnel, any Contractor's employee, or employees of its servants, agents, Contractors or any vehicle entering or leaving the site. Any package or container being taken into or out of the site may be opened and inspected by security staff or any other persons authorized by Owner/Consultant to make such a search or inspection.

It is the Contractor's obligation and responsibility to ensure that OWNER / CONSULTANT right to search and inspect persons and property, extends to and is brought to the attention of all his personnel.

Personnel shall give all possible assistance and make available any facilities required to assist OWNER/CONSULTANT and the Police in pursuance of the prosecution of any person(s) responsible for alleged malicious damage or loss to the Works or existing installations.

Owner shall not accept any responsibility for the loss or damage of personal effects. The security and safekeeping of personal effects is the responsibility of each individual.

- 10.3 Construction personnel will not be admitted to the Construction Areas unless they have undergone Owner/ Consultant's induction, and received a security pass.

**No Induction, No Pass, No Access to the Site**

- 10.4 OWNER/CONSULTANT reserves the right to deny access to the Construction Site/Areas and/or the Construction Car parks to any person, or vehicle.

- 10.5 Individuals may be excluded from and refused future entry to the Site and/or Construction Areas for any breach of Safety or Security Rules, or exceeding the speed limit (20 mph on roads leading to the site off the public highway and 5 mph in the construction area).

- 10.6 No plant/skips waste or materials may leave the Construction Area without the clearance of OWNER/CONSULTANT.

- 10.7 The taking of photographs on the site is prohibited.

- 10.8 Vehicles with children under the age of 16 years or animals onboard will not be allowed access.

- 10.9 Visitors will only be allowed by appointment (two days' notice to OWNER/CONSULTANT is required). Visitors shall be accompanied by a member of the Contractor's team (who has received Health, Safety and Environment Induction) at all times. The visitor will have to obtain a visitor's pass, and be collected from and returned to the main gate.

- 10.10 Each Contractor will keep a daily register of who is on site. The register will record name, pass number, time-in and time-out (records on time-clocks will not be permitted). This information shall be used to check personnel (role call) in the event of an emergency

**11.0 PARKING, DELIVERIES AND VEHICLE PASSES**

- 11.1 Contractors' personnel shall not be allowed to park any vehicle on the main car park or site. All contractors shall park in the Contractors' Temporary Car Park.

- 11.2 The Contractor shall arrange transport between the parking area(s), the main site gate and the Contractor's establishment and working areas if judged to be necessary.

- 11.3 Vehicles used solely for transporting of tools and equipment may be allowed access to the working area(s) for unloading/loading only.

- 11.4 Owners of vehicles parked illegally will have their car pass taken off them and told to remove the vehicle from site. They may have their site pass withdrawn and be refused further access to the Construction Site.

- 11.5 The Construction Areas will be restricted to construction plant and delivery vehicles.

11.6 The speed limit on site is 10 mph on the approach roads leading to the site off the public highway and 5 mph on the construction areas

## **12.0 SITE SUPERVISION**

12.1 The Contractor must ensure that an employee of suitable seniority and authority, with responsibility for Health and Safety, is always present on site during the course of the works, to supervise and direct the Works and to receive and implement instructions from OWNER/CONSULTANT. Seven days before commencing works on site, the Contractor must notify OWNER/CONSULTANT of the name of that employee.

12.2 All supervisory staff shall be made aware of their responsibilities for safety.

## **13.0 SITE OPENING AND CLOSING TIMES**

12.1 The site will be open from 8.00am to 6.00pm Monday to Saturday. Work outside the agreed normal working hours will be by agreement with Owner (subject to two working days 'notice). All applications for out of hour working will identify the scope of work, supervision arrangements and a list of personnel.

## **14.0 TRAINING, COMPETENCE OF EMPLOYEES AND NOTIFICATION OF HAZARDS**

14.1 Each Contractor must ensure that all his supervision and employees have had adequate safety training and are experienced to carry out their work safely, prior to starting on site. Training should be continuous throughout a project and should include regular toolbox discussions, (on site briefings at the start of each working day/shift).

To this end, the Contractor must also ensure that specific hazards likely to be experienced on the Site, whether notified to them or discovered by them, are notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their Subcontractors and, where discovered by them, to OWNER/CONSULTANT.

14.2 Where particularly severe or unusual hazards may arise on site, OWNER/CONSULTANT reserves the right at no additional cost to request Contractors' employees to attend special safety training and instruction sessions, whether carried out on site or externally. OWNER/CONSULTANT also requires Contractors' employees to undergo specified induction safety training. These aspects should be checked prior to submission of Tenders or execution of the works.

**SECTION- VII**

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**SCOPE OF WORK & TECHNICAL  
SPECIFICATIONS**

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## SECTION 7 SCOPE OF WORK & TECHNICAL SPECIFICATIONS

### 7.1 SCOPE OF WORK:

The detailed scope of the work to be rendered by the Agency is as follows,

1. Ascertain in ST & SC Development, M&BCW Department requirements , carry out detailed survey of the area and make out conceptual plans for various alternatives as required by ST & SC Development, M&BCW Department , keeping in view the topographical features and functional needs of the location, with respect to the buildings if any, already existing at site, utilities etc. To make out Preliminary Estimates for the various alternatives based on plinth area rate or similar acceptable basis of rate. Freeze the conceptual Plan as finally decided by the ST & SC Development, M&BCW Department and obtain Administrative approval and Expenditure Sanction from ST & ST Development Department for the Estimated Cost of the Works and any factor at the stage of preparation of Detailed Estimates based on Detailed Designs and Drawings.
2. Carry out detailed soil testing including Geo-technical investigation to ascertain the safe bearing capacity for design of foundation.
3. Carry out architectural design of the building keeping in view the need to harmonies with the landscape and other architectural features of the buildings, if any already existing in the area.
4. Carry out Detailed Designs and Drawings for actual execution of the Works and obtain the approval of ST & SC Development, M&BCW Department.
5. Prepare a Detailed Estimate with items based to the extent possible on Standard Schedule of Rates such as that of prevailing SOR in the state duly escalated by Cost Index to reflect the current day Cost and balance as Non Scheduled items. The Estimate will cover Civil Engineering Works, Electrical Engineering Works, other Engineering Works and Special installation like lifts, fire- fighting, generators and the other Equipments. Detailed Estimate shall be prepared to reflect the likely Current Cost of the complete works and ST & SC Development, M&BCW Department approval taken for the same. If the Total of (i) Detailed Estimate of Cost of works as made out now (ii) Agency charges payable thereon (iii) "GST" on item (ii) in terms of para 4 (e) of this Agreement and (iv) 10% excess over items (i) to (iii) to take care of possible price escalation and minor modification during the course of execution of Works, exceeds the amount for which ST & SC Development, M&BCW Department has already accorded sanction for Expenditure under para 8(i) above ST & SC Development, M&BCW Department will accord Revised Sanction for Expenditure for the enhanced amount determined on the basis of Detailed Estimate as described above.
6. Prepare detailed specification, tender schedule & tender documents for Civil, Electrical, other Engineering and Specialized works such as water supply arrangement, sewerage works, storm water drainage, rainwater harvesting, signage etc. The bill of Quantities shall be based on the Detailed Estimate as approved by ST & SC Development, M&BCW Department. Where required by ST & SC Development, M&BCW Department, Prequalification of Tenderers shall be done. Otherwise, two packet system shall be adopted with evaluation of Technical Bid including, Check of Satisfaction of Qualification Criteria done first and Financial Bids of only those Tenderers whose Technical Bids are considered acceptable opened.
7. Liaise with Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary. ST & SC Development, M&BCW Department will provide all

- possible assistance in this regard. Any delay by the Local Bodies in according their approval for the Works and for shifting, relocation of existing utilities will not be to Agency's account.
8. Providing adequate supervising personnel in the field to coordinate, control, supervise, inspect, liaise and report on the works at site.
  9. Attend to the inspection, if any, carried out by Government Agencies such as Central Vigilance Commission, comply with their statutory requirement and effectively arrange for replying to their observations.
  10. The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by Agency.
  11. The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages preferably STAAD Pro / ETABS. The provisions in various BIS Codes shall override the packages output.
  12. The Architect/Consultant firm shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
  13. The Architect/Consultant firm may require to prepare multiple options of Layout plans/works and prepare estimates for different options. During finalization of the layout plans and Detailed Project Report, the Architect/Consultant firm may require to do multiple iterations to achieve Techno-economically best solutions. The Architect/Consultant firm shall be responsible for doing the iterations to the satisfaction of client and obtain the approval thereof.
  14. During the execution stage, Architect/Consultant firm will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
  15. Role of Architect/Consultant firm during execution shall be as under:
    - Interpretation and co-relation of the drawings with the BoQ, tender documents and construction sequence.
    - Assistance in construction supervision, if required, by conducting site visits/ intermittently posting suitable manpower at site for drawing interpretation and ensure execution of works as per designs at project site.
    - In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the Architect/Consultant firm and the contractors, the interpretation and the decision of the Engineer-in-charge, WAPCOS shall be final and binding.
    - Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
  16. WAPCOS shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions/alterations, deletions during the progress of the work as per the requirement of client /owner or any other reasons for statutory bodies and completion & handing over the project to owner, and the same shall be complied by the Architect/Consultant firm, without any additional financial implications to WAPCOS.
  17. Any other work required to be conducted for project to be made functional and complete in all respects for its handing over to the Owner/Client.
  18. The scope of work includes but is not limited to site evaluation / assessment, preparation & approval of master plan, preparation & approval of detailed architectural and structural design,

preparation & approval of Detailed Project Report, preparation of preliminary / working / GFC drawings, preparation of tender documents, BOQ and detailed specifications, planning and design of services including MEP / HVAC, fire detection, fire protection and security system, interior designs, landscape architecture, selection of material / approval of samples, periodic inspection and evaluation of works,

19. Assisting WAPCOS in day to day field activities including comprehensive suggestions, advises and supervisory consultancy and monitoring the implementation of project by providing suitable manpower.
20. Review, alterations and modifications of designs & drawings during construction, whenever and wherever required.
21. Revision (s) of drawings / documents / Project Report for re-submission to owner / statutory bodies for clearances.

## **7.2 ADDITIONAL CONDITIONS**

- The bidder shall depute qualified (having at least Diploma Certificate) and competent Engineers/Supervisors to carry out the work and shall be available at site during work.
- The bidder shall mobilize the required manpower and machineries at Project Site within 7 days from issue of Letter of Award.
- Investigating agency shall submit the fortnightly progress report of work so as to monitor the progress of work done as per time and activities schedule (Pert Chart) submitted by the agency.
- **Investigating agency shall not sublet the work to a third party.**
- Four hard copies of Draft Report as acceptable to the Engineer-in-Charge shall be submitted in color for verification, along with Soft copy (CD format/USB Drive).
- Subsequently, Final report in five hard copies in color and Soft copy (in CD/USB Drive) shall be submitted after incorporating corrections/ changes, if any, suggested by WAPCOS Ltd.
- Additionally, the investigating agency must also provide the driller record along with the drill log.
- WAPCOS Ltd. Reserves the right to terminate this agreement any time during course of the work, if (i) the progress of the work is not found satisfactory as per the time frame, (ii) the work being done is not found of desired quality as per no men clature of items and terms and conditions, in such an eventuality the payment due to the agency shall be forfeited.

## **7.3 REPORTS & DELIVERABLES**

- Geotechnical Investigation and Survey reports
- Architectural Planning, Design and Drawings including Structural Design and Drawings
- Design and Drawings of all services
- Detailed Estimates and BOQ
- Preparation and submission of Technical Sanction proposal in the form of Detailed Project Report
- Submission of Working/GFC Drawings

All calculations, recommended design parameters and measurements shall be reported in SI units.

#### 7.4 MEASUREMENT AND PAYMENT

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

S.No.	Activity	Payment in % of Contract Price
	<b>Pre-Construction</b>	
1.	Preparation of Conceptual Plan to the satisfaction of the WAPCOS/ST&SC Development, M&BCW Department along with Preliminary Estimate based on it.	10%
2.	Acceptance of Preliminary Estimates by WAPCOS/Client	20%
3.	Submission & Approval of Architectural and Structural Design, Drawings and Detailed Estimate to the satisfaction of WAPCOS/ST&SC Development, M&BCW Department	20%
4.	Preparation and approval of Tender Document	20%
	<b>Construction Stage</b>	
5.	On completion of 30% Construction stage works /up to superstructure	10%
6.	On completion of 60% Construction stage works / Testing and commissioning	10%
7.	Taking over, obtaining of occupancy certificate clearance from Fire Department and all other statutory NOC	10%

**Note:-**

- a. No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- b. Architect shall submit his bill along with full description about service provided, separately for both of the works.
- c. Architect shall not claim payment against pending services or incomplete stages of work.
- d. All payments paid to Architect are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- e. WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant at risk and cost of the Architect Firm.
- f. In case only a part of the project is continued beyond any stage, no further payment shall be made to the Architect for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage
- g. The cost of references to be made by the Architect to his in house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.
- h. In case of part completion of any stages of works under preconstruction & post construction stage as mentioned in the schedule above, the payment for that part completion shall be only upon acceptance and release of payment by Client.



**SECTION- VIII**

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**FINANCIAL BID**

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**SECTION 8      FINANCIAL BID**

**8.1 FORM OF QUOTATION**

**Form of Quotation  
for  
Hiring of Consultancy services for Construction of OBC Hostels sanctioned under  
State Sector Scheme – Package 1**

To,  
The Executive Director (INFS-II)  
WAPCOS Ltd.  
76-C, Institutional Area, Sector-18  
Gurgaon, Haryana – 122 015.  
Tel – 0124-2399431 / 2399427  
Fax No. 2397392

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid work in conformity with the specifications and terms and condition as specified in the document.

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

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

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

Signature and seal of bidder

or Authorized representative

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

**FINANCIAL BID**

**(To be submitted online only on GEM Portal)**

**Annexure - A**

**The scope of work for Hiring of Consultancy services for Construction of OBC Hostels**

**sanctioned under State Sector Scheme – Package 1**

**(Bill of quantities)**

<b>S.No.</b>	<b>Particulars of work</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate (Rs)</b>	<b>Total Amount (Rs)</b>
1	Hiring of Consultancy services for Construction of OBC Hostels sanctioned under State Sector Scheme – package 1	LS	1		
<b>Grand Total (Rupees)</b>					

**Note:**

Quoted price shall be inclusive of all levies and taxes and inclusive of GST which will be paid as applicable.

- Consolidated fee (in amount) for complete consultancy as per scope of work (irrespective of final cost of project) should be quoted. The rates quoted should be inclusive of GST & all other Taxes as applicable.
- Payment shall be made on the basis of “Payment Schedule”,
- In case of any discrepancy between the rates/percentage quoted in figures and words, then the rate/percentage quoted by the contractor in words shall be taken as correct.

**Bidders are required to quote the amount on the excel sheet format on the GeM Portal provided with the tender documents. No financial bid details shall be uploaded in the technical bid.**

*Date:*

*Place:*

**Signature of bidder**

**Name and Stamp**