

BID DOCUMENT

FOR

**Providing Comprehensive Architectural & Engineering
Consultancy Services for Construction of
Eklavya Model Residential Schools (EMRS) Schools
in Meghalaya for
National Educational Society for Tribal Schools (NESTS),
Ministry of Tribal Affairs**

(TENDER NO. –WAP/RD/EMRS/MEGHALYA/ARCHITECT/2020)

**WAPCOS Limited (A Govt. of India Undertaking)
76-C, Institutional Area, Sector 18, Gurugram
Haryana – 122015**

May-2020

**SECTION-I
NOTICE INVITING TENDER**

DISCLAIMER

WAPCOS Limited has prepared this document as Project Management Consultant on behalf of National Educational Society for Tribal Schools (NESTS), Ministry of Tribal Affairs, Government of India to give information on the Project to the interested Bidder. The information is provided to bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

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

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

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

While WAPCOS Limited and NESTS have taken due care in the preparation of the information contained herein and believe it to be accurate neither NESTS nor WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Notice Inviting Tender (NIT)

WAPCOS LIMITED invites online tenders as a project management consultancy on behalf of National Educational Society for Tribal Schools (NESTS) on Percentage basis from the Reputed, Resourceful, Experienced and eligible Architects/ Consultant Firms for the work as per the following details:

Tender No	WAP/RD/EMRS/MEGHALAYA/ARCHITECT/2020
Tender Invitation date	15th May, 2020
Name of Work	Providing Architectural & Engineering Consultancy Services for Construction of Eklavya Model Residential Schools (EMRS) in Meghalaya
Owner	National Educational Society for Tribal Schools (NESTS), Ministry of Tribal Affairs
Client	WAPCOS Limited
Brief Scope of Work	Providing Comprehensive Design and Engineering Consultancy Services for Construction of Eklavya Model Residential Schools in 13 Locations of Meghalaya including school buildings, Boys & Girls hostels, Kitchen & Dining Hall, Principal Quarter, Type-II&III Quarters, Guest House, Sports Facility etc. and ground development and other associated works as directed by WAPCOS. The Tentative approximate estimated cost of construction of the each school site is Rs. 42 Crores.
Time for Completion of Work	16 Months / Till Completion of the project, whichever is later plus one year of Defect Liability Period
Eligibility Criteria	<ul style="list-style-type: none"> i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm / partnership firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India. ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate. iii. The Director/ partner/ Proprietor / Principal Architect of company should be registered with Council of Architecture, India and should have minimum experience of 10 years after obtaining architectural degree. iv. The average annual turnover of the bidder shall not be less than Rs. 1.90 Crore (One Crore and Ninety Lakhs only) only for last three financial years, ending March 2019. Audited Balance Sheet for 5 (five) years ending financial year 2018-19 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). v. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect. vi. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2018-19. vii. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited: <ul style="list-style-type: none"> One Similar work of value not less than Rs. 3.00 Crores Or Two Similar works of value not less than Rs. 1.90 Crores

	<p style="text-align: center;">Or</p> <p style="text-align: center;">Three Similar works of value not less than Rs. 1.50 Crores</p> <p>Similar works means: Architectural and Design Engineering and/or Project Management Consultancy Services of Residential Buildings Institutional Buildings / Educational Buildings /Commercial Buildings.</p> <p>Notes:</p> <ul style="list-style-type: none"> • The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. • The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders. • In case of JV / Consortium / Association, the eligibility criteria shall be met jointly.
The Quoted Consultancy fee should not be more than	0.70 % (Zero Point Seven Zero Only) of the Construction Cost of the Project
Joint Venture	Joint Ventures / Consortium / Association of bidders is allowed.
Earnest Money Deposit (EMD) & Tender processing fee	<p>Rs. 7,60,000/- (Rupees Seven Lakh and Sixty Thousand only) as Earnest Money Deposit (EMD) & Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred only) as Tender processing fee WAPCOS to be Deposited through RTGS/ NEFT in the bank account as per the details:</p> <p>Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000290 IFS Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana</p> <p><i>The bidder registered as Micro, Small & Medium Enterprises (MSME) with National Small Industries Corporation (NSIC) and having single point registration are exempted from payment of EMD and Tender processing fee of WAPCOS. The MSTC processing charges shall be paid directly on MSTC portal without any exemption.</i></p>
Solvency Certificate	Rs. 1.50 Crore (Rupees One Crore and Fifty Lakh Only) in original from a Nationalized Bank. The Certificate shall have been issued after the publishing of NIT.
Offer Validity	90 days from the date of submission of Bid
Request for participation in pre-bid meeting through video Conferencing	Up to 26 th May, 2020 by 17:00 hours
Pre Bid Meeting	On 27 th May, 2020 at 14:00-15:00 hours (Through Video Conferencing)
Last date of EMD submission	Up to 10 th June, 2020 by 16:00 hours
Last date of Online Submission of Bid	Up to 10 th June, 2020 by 17:00 hours

Last date of Physical submission of Bid	Up to 11 th June, 2020 by 12:00 hours
Detailed Presentation	Will be Intimated to the Bidders Separately
Date & Time of opening of Bid	11 th June, 2020 at 15:00 hours
E tender help desk	Phone Number 033-22901004, 011-23212357, 011-23215163, 011-23217850 +91-9830336290 (Mr. Chirag), MSTC +91-8448325277 (Mr. Raman), WAPCOS Email: mstcnro@mstcindia.co.in ; Please mention “Helpdesk” as subject while sending emails Availability: 10 AM to 5:30 PM on all working days.

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes. The e-tender document downloaded from the website: www.wapcos.co.in, www.eprocure.gov.in and <https://www.mstcecommerce.com/eprochome/wapcos>. The tenders shall be uploaded on <https://www.mstcecommerce.com/eprochome/wapcos>

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above.

S/d
(Additional Chief Engineer)
WAPCOS Ltd.

**SECTION-II
INSTRUCTIONS TO BIDDERS**

I- GENERAL

2.1 INTRODUCTION

National Educational Society for Tribal Schools (NESTS) has engaged WAPCOS as Project Management Consultants / Construction Agency for the construction of EMRS schools. The list of the locations of the schools is given in Appendix-1. The schools are proposed to be built over a land of approximately 15 Acres or 6 Hectares, in general. However, the site area may vary as per the land availability and location of the schools.

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

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

In this regard, E-tender on Percentage basis are hereby invited by WAPCOS Limited from the Reputed, Resourceful and Experienced Agencies for the work

“Providing Comprehensive Architectural & Engineering Consultancy Services for Construction of Eklavya Model Residential Schools (EMRS) in Meghalaya.”

2.2 SCOPE OF WORK

Broadly the scope of work shall comprise Providing Comprehensive Architectural and Design Engineering Consultancy services for **Construction of Eklavya Model Residential Schools (EMRS) in Meghalaya**, as follows:

- The Scope of Work in brief shall be preparation of master plan, layout plans, elevations, design and drawings, BOQ, cost estimation, technical specifications, tender documents, tender drawings, Good For Construction (GFC) drawings, As built drawings for proposed works including all civil & electrical works and associated services like water supply arrangements, sewerage works, Storm water drainage, Rain water harvesting, signage etc., wherever applicable for proper completion of the works under the contract as per satisfaction of owner & Employer & in accordance with local Bye laws and obtaining approval of WAPCOS & NESTS. The consultant is also to prepare detailed specifications of all activities and items including make and model no. where applicable.
- This shall include detailed discussions with WAPCOS & owner officials, Evaluation of submitted architectural plans and elevations and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work. Consultant will also modify the conceptual designs incorporating required changes by the Employer/Owner. All the works should be planned and designed in accordance with the relevant National Building Code/local Bye laws including drawings and obtaining approval of Employer.

- The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages preferably STAADPro. The provisions in various BIS Codes shall override the packages output. The structural drawings shall be got vetted from any IIT/NIT before issuance for execution of works at site.
- The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- Preparation of Detailed bill of quantities on latest CPWD norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by WAPCOS to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable WAPCOS to check them before preparation of draft tender documents.
- During the execution stage, consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
- Role of consultant during execution shall be as under:
 - Interpretation and co-relation of the drawings with the BoQ, tender documents and construction sequence.
 - Assistance in construction supervision by 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 consultant and the contractors, the interpretation and the decision of the Engineer-in-charge, WAPCOS shall be final and binding.
 - Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
- 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 consultant.

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

Detailed Scope of Work:

- i. The development of the project shall be done through construction agency on item rate / BOQ rates / percentage basis. The architect firm shall prepare the designs, drawings, technical specifications / tender documents etc. accordingly. However, the architect firm may be required to prepare the same on EPC basis at no cost implication, if need be.
- ii. The scope of work includes but is not limited to site evaluation / assessment, preparation of master plan, preparation of detailed architectural and structural design, preparation of DPR, preparation of preliminary / working / GFC drawings, preparation of tender documents, BOQ and detailed specifications, planning and design of services including MEP / HVAC, fire detection, fire protection and security system, interior designs, landscape architecture, STP, WTP, selection of material / approval of samples, periodic inspection and evaluation of works, check and approve shop drawings submitted by contractors, signage plan, obtaining statutory approvals from authorities/local bodies, obtaining NOC of municipal / local bodies, submission of 'as built drawings', and obtaining completion certificates from statutory authorities.
- iii. Planning and designing of Furniture layout, smart class equipment, projectors etc. as per the requirement.
- iv. The scope of work shall overall include all activities relating to comprehensive planning, drawing & design including architectural planning and structural design & drawing for the project, preparation of physical model, statutory approvals and clearances from various agencies such as local bodies, Municipalities, Fire Department, State Pollution Control Board, Ministry of Environment, Forest and Climate Change (MoEF), NGT tree cutting permission etc., along with estimating, collection of required data from the concerned department for planning the project. The layout plan shall be prepared as per norms of Ministry of Tribal Affairs keeping in view of the requirement of the schools, FAR & others building bylaws. Preparation of preliminary/Detailed estimate, preparation of Project report including its approval from concerned and statutory authorities; preparation of tender documents, justification of rates, execution and co-ordination, supervision and monitoring of the project in all respect and any other work required for smooth execution of project.
- v. Vetting of drawings/documents/designs in respect of concept & master plans, architectural and structural details, all allied services, external development works, selection of equipment and accessories etc. complete for ensuring intended objectives of the project. The vetting of the structural drawings shall be done by IIT/NIT.
- vi. 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.
- vii. Review, alterations and modifications of designs & drawings during construction, whenever and wherever required.
- viii. Revision (s) of drawings / documents / DPR for re-submission to owner / statutory bodies for clearances.

- ix. Obtaining Pre and Post Construction approvals from local authorities and statutory bodies.
- x. Preparation of 3D walk-through and Physical Models of the project.

2.2.1 ACTIVITIES TO BE PERFORMED BY THE ARCHITECT

The Architect shall prepare preliminary Architectural concept drawings of the proposed projects for the projects inter-alia including requirements given by the owner/WAPCOS. The detailed requirements of the owner, tentative typical concept plan and the conceptual elevations, as approved by the owner are enclosed for ready reference in Appendix-2. The architectural plans and the views shall be based on these requirements and provided views only.

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

- i. Preparation of Master Plan
- ii. Develop the landscaping and Ground Development details separately.
- iii. Develop the interior details as per requirement and the school aesthetics.
- iv. Obtain information required for statutory applications under planning and building acts and any other statutory requirements.
- v. Prepare production information including drawings, schedules and specification of materials and workmanship; bills of quantities etc. in sufficient detail.
- vi. Prepare construction / Working drawings.
 - Site Plan
 - Co-ordination of the proposed buildings.
 - Layout in co-ordination with various services and levels.
 - Blow up of road junction / parking area and other such area as required.
 - Detailed Building Services
 - Floor plans (fully coordinated with all services/disciplines)
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts/ Areas with special treatment
 - Toilet details
 - Flooring pattern and details
 - Dado details
 - False ceiling details
 - Signage (Internal and External)
 - Landscape & Horticulture
 - Horticulture details
 - Playground details
 - The Architect shall be responsible for all activities related to getting permission for tree transplantation like conducting survey, numbering, identification of species of trees, preparation of relevant drawings etc.
- vii. Detailed Project Report shall include:-
 - Master Plan of the projects.

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

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

2.2.2 SERVICES:

A. Architectural Services

- a. Concept and Master Plan as per the conceptual layout shown in Appendix-2.
- b. Also, the architectural planning and concept plan etc. shall in accordance with NBC/ relevant BIS codes / IRC codes / CPWD Norms.
- c. Planning and Design of the Play Grounds, Archery Grounds, Facilities for different sports as per requirements and directions of the owner and the employer.
- d. Ensure that the various building engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- e. Ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included.
- f. All building designs including Signage, Graphic and landscaping meeting green building certification as per minimum GRIHA -3 Star Rating.
- g. Obtain information required for statutory applications under planning and building acts and any other statutory requirements.
- h. Prepare production information including drawings, schedules and specification of materials and workmanship etc. in sufficient details.

B. Civil & Structural Engineering Services

The Architect/ Architectural firm shall perform all architectural works for the Civil & Structural design work necessary by utilizing the most economical, effective in accordance with NBC / BIS codes/IRC codes CPWD guidelines. The Architect shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts and shall at all times show a high degree of professionalism in his work. All the structural design to be got vetted from IIT / NIT.

1. The Architect shall be fully responsible for the design and third party approval of all the Civil & structural engineering works. However, Third party vetting shall not absolve the

Architect firm of the structural and functional safety of the buildings. The services to be provided by them shall include but not be limited to the following:

- a. Design basis
 - Planning for the structural arrangements with the architectural design
 - Co-ordination & finalization of arrangements plans
 - Beam & Column size finalization
 - Beam & Column location
 - Slab sunk & projections
 - Equipment load estimation in the laboratories
 - Any other misc. characteristics of the buildings
 - Finalization of design basis & structural systems
- b. Design development
 - Structural framing for Analysis in a structural Analysis software
 - Design of beams & columns based on structural Analysis output of the software
 - Workout of support reactions for the design of foundations from the structural analysis software
 - Design of foundations
 - Design of slabs
 - Design of staircases/ramps etc.
- c. Drawing stage
 - Foundation plans & details
 - Column layout plans
 - Framing plans (fully coordinated with all disciplines)
 - Floor slab structural details
 - Column & beam structural details
 - Staircases/ramps/lifts etc. details

The Architect shall be responsible, amongst others, for:

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

- Sewerage System
- Drainage System, including storm drainage
- Fire-fighting & Fire Suppression System
- Other site development works.

C. Electrical Engineering Services

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

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

D. Mechanical Engineering Services

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

E. IT Services

The Architect / Architectural firm shall ensure an information system strategy plan carrying the IT needs of the entire complex. Prepare system requirement specifications document including up- gradation /expandability strategies for the future.

F. Other Services

a. Water Supply System

- i. Calculation of water requirements for the project.

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

b. Sewerage System

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

c. Drainage

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

d. Fire Fighting & Fire Suppression System

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

e. Other site development works

- i. Design and prepare working drawings (longitudinal & cross section) for Playgrounds, Running tracks, archery area and facilities for other sports etc. roads/ footpaths/ parking areas etc. including revision, if any as per requirement of local authority, resubmission and approval.
- ii. Design and prepare working drawings of irrigation system for horticulture.
- iii. Design and prepare working drawings for recreational facilities like swimming pool etc., as per requirement.
- iv. Prepare specifications and bill of quantities.
- v. Check and approve detailed drawings of suppliers/ manufacturers

2.2.3 ESTIMATE AND COSTING FOR ALL SERVICES

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

- Initial Preliminary Cost planning for the project based on CPWD plinth area rates 2012 & 2019 with appropriate cost index for obtaining Administrative Approval and Expenditure Sanction (A/A & E/S), including the cost of associated design services, site development, landscaping, cash flow requirements for design cost, construction cost, statutory and third party certification cost, etc.
- Carry out inspections and surveys; prepare estimates for the buildings, services, electrical, PHE, HVAC and all components of the building based on Sate Schedule of Rates / DSR items and rates plus market rates for items not available in SSR/ DSR.
- Cost justification based on market rate analysis after opening of tender for all the items as per current market rates and trends.
- Prepare and submit cost estimates for the project at outline scheme design, preliminary design stage and final design stage.
- Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run in project cost and to take appropriate measures to achieve it.
- Prepare a projected cash flow for the contract at start of construction and at any time as required by the Client.
- Prepare complete tender documentation including specifications, detailed Bill of Quantities, Conditions of Contract etc. Technical specifications, approved makes, BOQ formats, contract documents formats and clause to be approved by Owner / Client
- Identification & monitoring of quantities of execution
- Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.
- Preparation of contract documentation.
- Prepare and submit contract documents for signature, if required.
- Carry out such other duties as may be required of the Architect in the pre-contract stage on this project.
- Site meeting, coordination meetings and any other meetings as and when required.
- Assist the Client in replying queries from audit/internal control departments and other technical committees of statutory authorities like CTE/CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the

Client in connection with queries from audit / internal control departments.

- Carry out such other duties as may be required of the Architect in the post – contract stage on this project.

Detailed Estimate

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

2.2.4 PREPARATION OF DETAILED PROJECT REPORT

Preparation of Detailed Project Report including Preparation of list of spaces in consultation with Employer / Owner, Master plan of whole area including area statements, Building wise Floor plans, Elevations and Sections, Master plan, concept plan, architectural design & drawing, specifications/ drawings of each and every item/ make having equal rating/ quantity, site development e.g. roads, boundary wall, parking, security services, rain water harvesting & landscaping, plumbing, firefighting including smoke detectors and fire alarms, drainage & waste management, external development, Internal and external electrification, IT, HVAC, including all statutory and local bodies approvals/ clearances to start, occupy and commission the buildings and services, layout, planning. Preparation of tender documents showing detailed specifications, plans showing all dimensions etc. and selection of executing

agency and procurement vendors, contract documentation etc. The DPR shall include but not limited to the following:

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

2.2.5 APPROVAL FROM LOCAL AUTHORITIES

The scope also includes pre and post construction approvals from local authorities and statutory bodies like Explosive Department, State Government, Water Authority, Ground Water Authority, Pollution Control Board, Urban Development Ministry, Fire Department, MoEF, tree cutting / transplanted approval etc. from concerned statutory authorities of that area for construction of the buildings and services proposed under the project to enable to start the construction and also to enable client to occupy and commission the building with services.

2.2.6 ASSISTING WAPCOS IN SUPERVISORY, MONITORING, QUALITY CONTROL CONSULTANCY AND IMPLEMENTATION

- The Architect firm shall assist in day to day field activities including comprehensive suggestions and quality control consultancy the during implementation of project.

- Firm shall deploy following personnel for assisting WAPCOS in project implementation, co-relation of drawings and services, understanding and removal of discrepancies in execution work and field related activities on regular basis for day to day works, having relevant experience in related fields as per the commencement of the related works at the site. The requirement of the manpower shall be according to the clause 2.39 of Section-II-Instructions to Bidders.

NOTE: Architectural Firm/ Architect shall open local site office wherein above mentioned personnel shall be deployed for the project

- The Architectural firm/Architect will assist WAPCOS officials in ensuring that all the work executed at the site has been entered the Measurement Book (MB) by the Executing agency / Contractor. The architectural firm/ Architect will also check the quantity executed at site and as per the provisions made in drawings/ design. The firm shall be jointly responsible for all the payments being recommended for release.
- The architectural firm/ Architect will assist WAPCOS in checking/ reviewing the progress report to be submitted by Executing Agency.
- Architectural Firm/ Architect shall assist WAPCOS to check/review the Periodic reports (weekly/fortnightly/monthly/annually) to be submitted by the Executing Agency on the progress of the project. Format and type of the report would be worked out by Architect in consultation with WAPCOS, without any extra cost.
- The Architectural firm/ Architect may require to carry out the inspection of various electrical, mechanical, IT, and other relevant equipment at the factory premises on behalf of WAPCOS.

2.2.7 IN ADDITION THE ARCHITECT WILL PERFORM THE FOLLOWING DUTIES:

- a. The architectural firm/ Architect shall visit various premier relevant area/complex of similar type already operational in India in various parts for effective planning which shall constitute part of scope of services and shall be included in the consultancy fee.
- b. Wherever the work involves any structural design/additions/alterations, the Architect shall check, vet & recommend and furnish one complete set of structural design and its calculations for WAPCOS approval to be submitted by Executing agency.
- c. Assist WAPCOS during inspection of work by the officials of the various departments, record their observations and help rectification as per the observations of officials, if any.
- d. Assist WAPCOS in all arbitration proceedings between the contractor/s and WAPCOS. The Architect shall also provide necessary information to WAPCOS in such proceedings and prepares report/replies to the claims of the contractor.
- e. Advise WAPCOS well in advance regarding steps to be taken to discharge its responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- f. The Architect shall attend periodical review meetings for smooth completion of work and attend meetings as called by WAPCOS
- g. In case of any dispute, the decision of WAPCOS shall be final and binding on all.
- h. Site meeting, coordination meetings and any other meetings as and when required.

- i. Assist the Client in replying queries from audit/internal control departments and other technical committees of statutory authorities like CTE/CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the Client in connection with queries from audit / internal control departments.
- j. Carry out such other duties as may be required by the Client/owner in the post-contract stage on this project.

2.2.8 PHYSICAL MODEL AND WALKTHROUGH

- a) After finalization of Concept plan Two number models of Typical School Sites of minimum size of 10ft x 5 ft. showing Master plan & various components of Buildings is to be provided free of charge at the location asked by the Employer / Owner.
- b) After finalization approximately 3-5 minute long 3D walk through of minimum Two Typical School sites.

2.3 PERIOD OF COMPLETION

The completion of the project is envisaged as 16 months from the commencement of the project / handing over the project to owner, whichever is later. The sites may be made available in a phased manner. The Defect liability period of 12 months will commence from the Handing over the project to the owner.

2.4 ELIGIBLE BIDDERS

- i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm / partnership firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate.
- iii. The Director/ partner/ Proprietor / Principal Architect of company should be registered with Council of Architecture, India and should have minimum experience of 10 years after obtaining architectural degree.
- iv. The average annual turnover of the bidder shall not be less than Rs. 1.90 Crore (One Crore and Ninety Lakhs only) only for last three financial years, ending March 2019. Audited Balance Sheet for 5 (five) years ending financial year 2018-19 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA).
- v. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.
- vi. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2018-19.
- vii. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:

One Similar work of value not less than Rs. 3.00 Crores

Or

Two Similar works of value not less than Rs. 1.90 Crores

Or

Three Similar works of value not less than Rs. 1.50 Crores

Similar works means: Architectural and Design Engineering and /or Project Management Consultancy Services of Residential Buildings Institutional Buildings / Educational Buildings /Commercial Buildings.

Notes:

- The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.
- The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.
- In case of JV / Consortium / Association, the eligibility criteria shall be met jointly.

2.5 NO. OF BID PER BIDDER

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

2.6 JOINT VENTURE/CONSORTIUM/ASSOCIATION

- Not more than three Firms are permitted to bid for the tender based on the Joint Venture / Consortium / Association agreement between them.
- At least one firm must have the relevant experience of not less than 5 years.
- Foreign Companies shall not be allowed to participate in such JV/ Consortium / Association.
- The Lead Party shall be nominated by the bidders for the purpose of the work and a confirmation that the parties are jointly and severally responsible for the entire work.
- All the parties shall jointly meet the qualifying criteria pertaining to the eligibility and evaluation criteria i.e. turnover, solvency, technical experience, manpower requirements and other relevant parameters.
- JV / Consortium / Association concluded up to the date of bid submission are permitted to apply. Copy of agreement shall be uploaded along with the technical bid.
- Party / Parties will not be allowed to bid for the same tender in their independent capacity or as a member of any other JV/ Consortium / Association.
- EMD and Tender Document Fee shall be exempted only in case of Lead partner being an MSME.
- The lead partner along with other partners shall attend all progress review meetings and shall be answerable to all issues relating to the project. The lead partner shall be answerable / responsible.
- For any of the defaults, administrative action shall be taken against each party.
- The parties shall not be allowed to leave the JV / Consortium / Association during the currency of the project.
- The client shall communicate with the Lead Party for all practical purposes.

- The payment shall be credited to the account of the Lead Party. Lead Party shall be responsible for further disbursement of payment amongst other parties as per their mutual agreement.

2.7 SITE LOCATION AND SITE VISIT

The Locations of the allocated schools is given in the Appendix-1. The bidder shall satisfy regarding all aspects of site conditions of the Locations such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. Further, the locations of the project sites, as mentioned in Appendix-1, are subject to change, as per the requirement and direction of the owner. No additional payment shall be made on account of change in location(s).

2.8 COST OF BIDDING

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

2.9 ESTIMATED COST OF PROJECT

The Total approximate cost for providing Architectural and Design Engineering Services for the said projects is Rs. 3.80 Crores (Three Crore and Eighty Lakh) only. The GST shall be payable extra as per prevailing rates.

II – BIDDING DOCUMENTS

2.10 CONTENTS OF BID DOCUMENTS

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

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

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

2.11 CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Additional Chief Engineer, WAPCOS who will respond to any request for clarification, if necessary. The queries may be sent to: gss@wapcos.co.in.

The pre-bid meeting shall be held, as per the schedule mentioned in the NIT, through video conferencing. The bidders who are interested in attending the pre-bid meeting may send their contact details viz. organization name, Name of the official, email address, mobile number etc. to gss@wapcos.co.in at least one working day prior to the pre-bid meeting. The bidder shall be

shared a link of video conferencing to attend the pre-bid meeting. The bidder may attend the meeting at the time mentioned.

2.12 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

The Corrigendum/Addendum will be sent to all prospective Bidders who have purchased the Bidding Documents and will be binding upon them. Prospective Bidders shall promptly acknowledge receipt thereof to WAPCOS.

III – PREPARATION OF BIDS

2.13 LANGUAGE OF BID

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

2.14 DOCUMENTS COMPRISING THE BID

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

- i. Information to be provided by the Bidder as per **Annexure-1**.
- ii. Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-II**.
- iii. Signed & scanned copy of duly filled Bidders' Organization Details as per **Annexure-III**
- iv. Signed and Scanned Copy of the Details of Directors/Partners/Proprietors as per **Annexure-IV**.
- v. Documentary evidence of having deposited the Bid Processing Fee as well as EMD quoting UTR of RTGS/NEFT as per **Annexure-V**.
- vi. Details of Similar Works Completed as per **Annexure-VI**.
- vii. Details of Similar Works in progress as per **Annexure-VII**.
- viii. Details of Financial Status of the organization as per **Annexure-VIII**.
- ix. Details of persons to be engaged in the designated project as per **Annexure-IX**.
- x. Letter of Undertaking of No Conviction Certificate as per **Annexure-X**.
- xi. List of consultants associated on regular Basis as per **Annexure-XI**.
- xii. Letter of Undertaking of Understanding of the Project Sites as per **Annexure-XII**.
- xiii. Letter of No Deviation Certificate as per **Annexure-XIII**.
- xiv. Details of Litigation History, Liquidity Damages, Disqualification as per **Annexure-XIV**.
- xv. Work Experience Certificates from Clients as per **Annexure-XV**.
- xvi. Signed & scanned copy of Certificate of registration of Company/ Firms.
- xvii. Signed & scanned copies of documents for GST Certificate, PAN, Registration / Incorporation Certificate.

- xviii. Signed & scanned copy of Audited Balance Sheets for the last five years as a proof of turnover and profit details.
- xix. Signed & scanned copy of Letter of Award/ Work Order regarding experience/ operations in similar types of works.
- xx. Signed & scanned copy of construction drawings submitted by the bidder showing the total built up area of the projects.
- xxi. Signed & scanned copy of the notarised Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.
- xxii. Signed & scanned copy of the declaration of the Bidder regarding Blacklisting.
- xxiii. Solvency certificate from Bank and Net worth certificate from CA as per NIT in original. The Bid Processing Fee, Bid Security/EMD/ Documentary Proof for waiver of the same, shall be submitted by the Bidder before the date & time of submission of Bid, failing which the Bid shall be summarily rejected and the Bid shall not be opened. Completed Bidding documents, Annexures etc., used thereto shall be duly filled in and signed wherever required without altering the formats.

2.15 BID PRICES

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

The number of schools may vary depending on the availability of project sites. The Quote of the bidder in percentage of the construction cost of the project shall remain firm. However, the total fees shall be payable as per the actual number of project sites taken up for construction.

2.16 CURRENCY OF BID AND PAYMENT

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

2.17 BID VALIDITY PERIOD

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

2.18 BID SECURITY / EARNEST MONEY AND BID PROCESSING FEE:

The Earnest Money Deposit (EMD) of **Rs. 7,60,000/- (Rupees Seven Lakh and Sixty Thousand only)** to be deposited through RTGS/NEFT

Name of Bank: Indian Overseas Bank

Bank Account Number: 193502000000290

IFS Code: IOBA0001935

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

& **Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred only)** as Tender processing fee WAPCOS to be Deposited through RTGS/ NEFT in the bank account as per the details:

Name of Bank: Indian Overseas Bank

Bank Account Number: 193502000000290

IFS Code: IOBA0001935

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

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

The Unique Transaction Reference (UTR) of RTGS/ NEFT shall have to be uploaded by the Bidder in the e-tendering system by the time of submission of Bid.

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

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

practices.

2.19 BIDDING CONDITION

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

2.20 FORMAT FOR SUBMITTAL

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

IV – SUBMISSION OF BIDS

2.21 ONLINE SUBMISSION OF BID

The Bidder shall submit the bid electronically, through the MSTC portal (<https://www.mstcecommerce.com/eprochome/wapcos>). The Technical Bid shall also be submitted physically at the address mentioned in NIT however Financial Bid shall be submitted online only.

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

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.14 and EMD as per clause 2.18 of ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

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

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in *Annexure-XIX of Section-IV* of Bid document in a lump sum amount. Financial Bid shall be uploaded on E-tender portal <https://www.mstcecommerce.com/eprochome/wapcos> only as per given format of NIT/excel uploaded on MSTC portal. No hard copy of Financial Bid needs to be submitted.

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

The bidders are advised to submit complete details with their bids. In case of discrepancy between hard copy and soft copy, the Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders. The information should be

submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be summarily rejected.

2.22 BROAD OUTLINE OF ACTIVITIES FROM BIDDER’S PERSPECTIVE:

i) Submission of Bids

Online submission of Bid

The Bidder shall submit the bid electronically, through the MSTC portal (<https://www.mstcecommerce.com/eprochome/wapcos>). The Technical Bid shall also be submitted physically at the address mentioned in NIT. However Financial Bid shall be submitted online only.

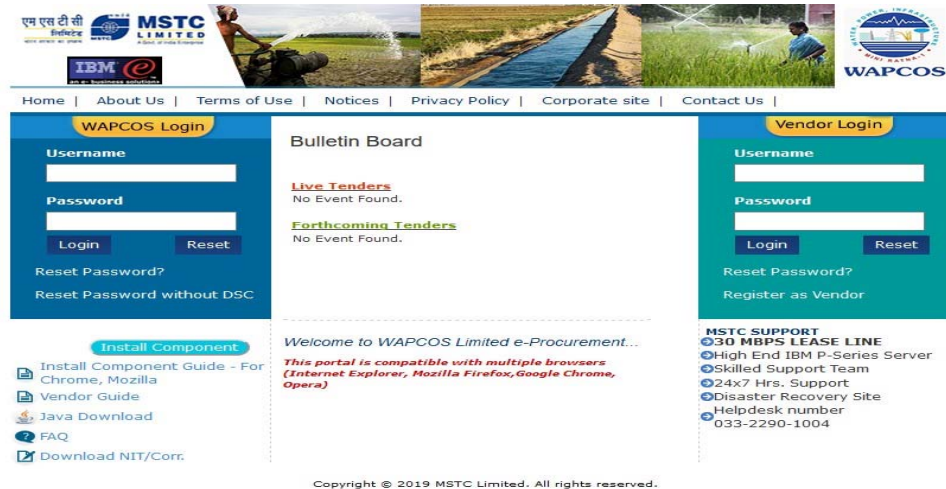
ii) General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

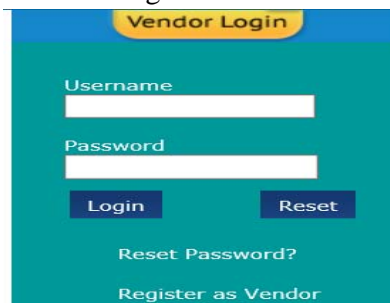
E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal <https://www.mstcecommerce.com/eprochome/wapcos>

iii) Broad Outline of Activities from Bidder’s Perspective

1. Use Internet Explorer to go to <https://www.mstcecommerce.com/eprochome/wapcos>



2. On the right side of the page click on Register as a Vendor:



3. Fill the form that appears to create username and password.

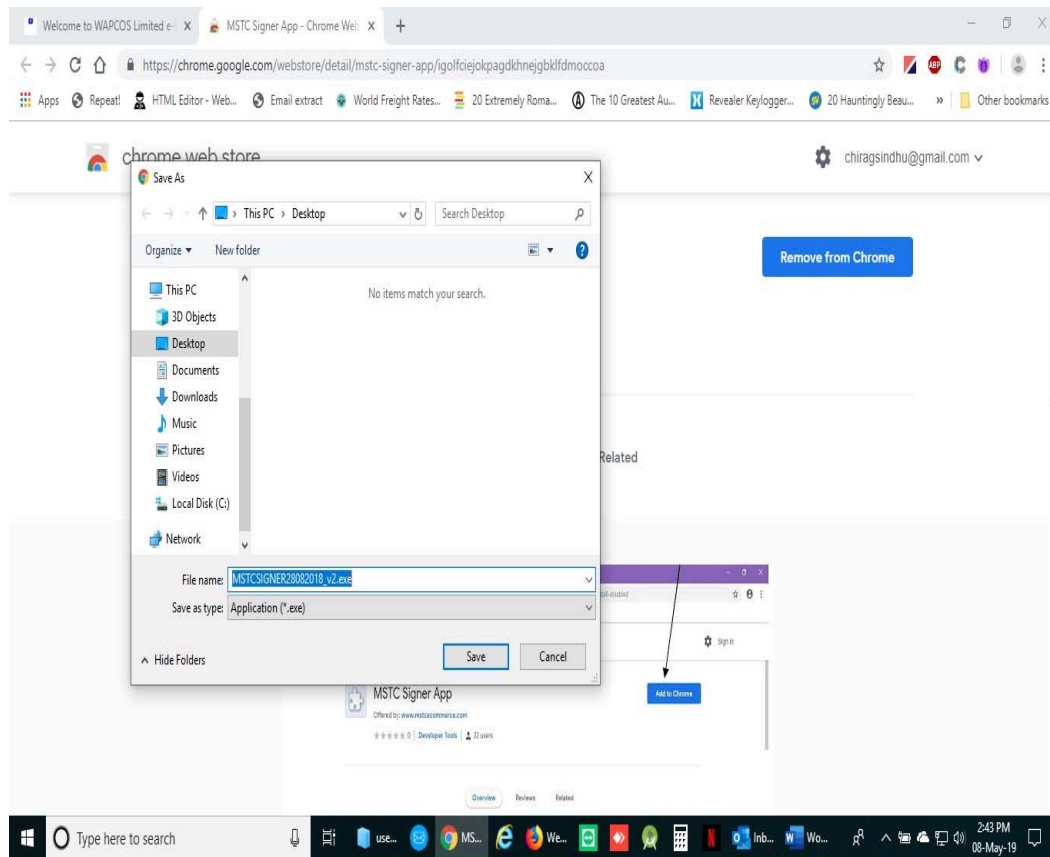
MSTC Procurement		MSTC Limited	
e-Procurement > Vendor > New Registration			
Personal Information			** mandatory fields
Company Name *	<input type="text"/>		
Contact Person *	<input type="text"/>		
Company Type *	----Select Company type---- <input type="button" value="v"/>		
User Preferences			
Choose a Username *	<input type="text"/>	Click here to check availability of your User Id	
Choose a Password *	<input type="text"/> (Your Password is Case Sensitive.)		
Retype Password *	<input type="text"/>		
Your Contact Details			
Email Id *	<input type="text"/>		
Mobile Phone No. :	<input type="text"/> (Please provide mobile no. to serve you better)		
Day Phone *	<input type="text"/>		
Fax No. :	<input type="text"/>		
Your Contact Address			
Street *	<input type="text"/>		
City *	<input type="text"/>		
Pin *	<input type="text"/>		
District *	<input type="text"/>		
Country *	India <input type="button" value="v"/>	<input type="checkbox"/> Other	Field Disabled <input type="text"/>
State *	<input type="text"/>	Select State	<input type="button" value="v"/>

System Settings

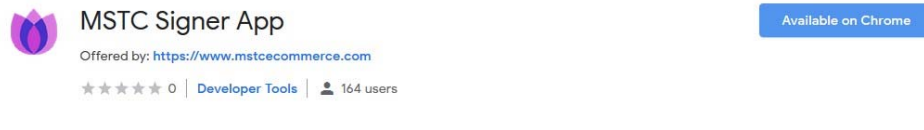
- i) This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
- ii) On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:



- iii) On clicking the button, a new window will open as shown below:



- iv) In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.
- v) Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:



For other browsers please install the extension as applicable.

- 4. Once the registration is done, login with your user name and password:



Digital Signatures

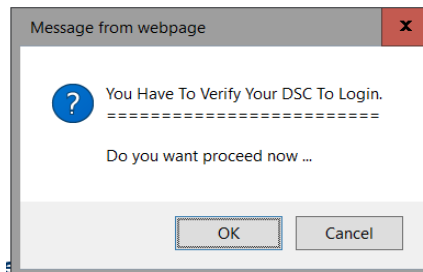
To login into the portal, Bidders will require a Class 2 or 3 Digital Signature. Only Tender Committee members will require Signing and Encryption type Digital Signatures. All other users including bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology.

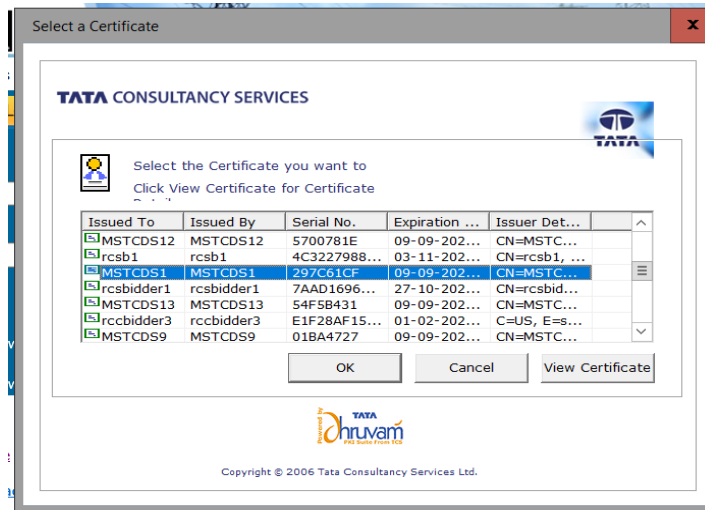
The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html and is as under:

- i) Safescrypt
- ii) IDRBT
- iii) National Informatics Centre
- iv) TCS
- v) GNFC
- vi) e Mudhra CA
- vii) CDAC CA
- viii) Capricorn CA
- ix) NSDL e-Gov CA

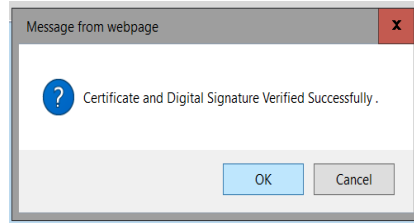
5. System will ask you to verify your digital signature



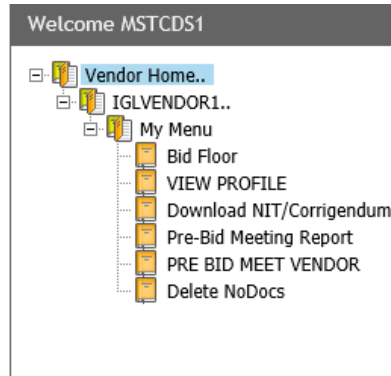
6. Press Ok and select your digital signature from the List:



7. Your digital signature will be verified



8. Once login is complete, a bidder can access My Menu through the left side of the page:



9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendum. Select Event number and click on download to download the files:

Download NIT/Corregendum	
SELECT EVENT NO :	RECTPCL/17-18/ET/3[3605] ▼
SELECT NIT/CORR./Other Docs :	Select File ▼
Download	

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

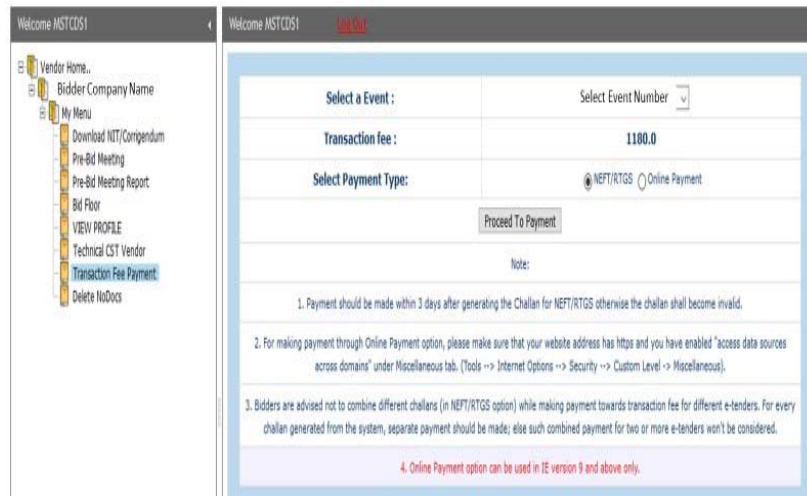
Hi MSTCDS1

e-Procurement Event Info		Server Time :	2019/3/18 16:42:31
Select Buyer :	Indraprastha Gas Limited ▼		
Live e-Procurement Events :	Live Events		
Forthcoming e-Procurement Events :	Forthcoming		

e-Procurement Event Listing For Future e-Procurement Events ▼		
e-Procurement Event No.	e-Procurement Event Start Date	e-Procurement Event Close Date

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee

payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc.) or RTGS/NEFT (Challan).



12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically. On clicking the tender number one of the following screens will appear:
For 2 cover with price bid in excel

Events Details		Current Server Time:		18.3.2019 16:48:59		IST	
Event No	Event Type	Event Start Time	Event Close Time				
IGL/11/18-19/ET/30	2Cover_Price_Bid_Upload_in_Excel	05.02.2019 12:55:00	18.03.2019 18:00:00				
Technical Bid		Upload Docs					
ITEM NO	ITEM Name	Price Bid	Final Submission	Withdraw Bid	Delete Bid	Bid Status	
1	BUILDING	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	No Bid Saved	

E-Tender Technical Cum Price Bid

Events Details		Current Server Time:		18.3.2019 16:50:6		IST	
Event No	Event Type	Event Start Time	Event Close Time				
IGL/abc/18-19/ET/77	E-Tender Technical Cum Price Bid	16.03.2019 13:36:00	19.03.2019 00:00:00				
Common Terms		Upload Documents					
Lot No	Lot Name	Cover 1	Cover 2	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	test 1	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	Price Saved
2	test 2	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	No Bid Saved

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

Purchaser's Specification		Agree
1 Technical Terms		
1.1	a	Agree with remarks
1.2	a	Remarks
1.3	a	AGREE
1.4	a	Agree
1.5	a	AGREE

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno- commercial and price bids and

resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

- a) In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
- b) Then the bidder has to upload documents as per the list shown therein.
- c) Once the documents are uploaded the bidder has to submit the Technical and Price bids.
- d) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno- commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

Bidder's may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

2.23 DEADLINE FOR SUBMISSION OF BIDS

WAPCOS may, at its discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.24 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in forfeiture of Earnest Money Deposit (EMD) pursuant to *ITB Clause-2.18*.

2.25 BIDDING DOCUMENTS

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

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

WAPCOS reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for WAPCOS's action.

V – BID OPENING AND EVALUATION

2.27 BID OPENING

WAPCOS shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. WAPCOS will open the Bids in the presence of Bidders’ representative who wish to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

2.28 EVALUATION OF BID

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

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

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

- i. WAPCOS will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. WAPCOS may waive off any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.
- ii. WAPCOS shall evaluate the Bid based on the documents submitted by the Bidder. Evaluation shall be done based on the Quality & Cost Based Selection (QCBS).
- iii. Evaluation of the Bids shall be based on the overall experience of the bidders, their understanding of scope of work and approach and methodology of the works to be undertaken.

iv. Distribution of Marks

Sr. No.	Description	Marks
1.	<p>Technical Experience</p> <ol style="list-style-type: none"> i. 60% marks If the bidder has experience of providing Architectural Planning and Engineering Consultancy and/ or Project Management Consultancy Services with cumulative consultancy value of upto Rs. 3.00 Crores in last 7 years ending last day of the month previous to the one in which Tenders are invited. ii. 100% marks If the bidder has experience of providing Architectural Planning and Engineering Consultancy and/ or Project Management Consultancy Services with cumulative consultancy value of upto Rs. 6.00 Crores in last 7 years ending last day of the month previous to the one in which Tenders are invited. iii. In between (i) & (ii) – on pro-rata basis 	10 Marks

	Note: Projects with minimum Consultancy value of Rs. Fifty Lakhs shall be considered for evaluation of this criteria.	
2.	<p>Financial Strength Average Annual Financial Turnover</p> <p>(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii) – on pro-rata basis</p>	10 Marks
3.	<p>Approach & Methodology</p> <ul style="list-style-type: none"> ➤ Understanding the TOR ➤ Methodology of Planning and Design ➤ Use of Green Building Concepts in Design ➤ Team Composition ➤ Timelines ➤ Approvals from Statutory bodies 	30 Marks
5.	<p>Organization structure (CVs / Resumes of following personnel shall be considered for evaluation)</p>	20 Marks
	a. Team Leader / Lead Architect - 1 No. with Minimum 15 years of experience in the consultancy	4 Marks
	b. Architects - 3 Nos. (2 marks each) with Minimum 10 years of experience in the consultancy	6 Marks
	c. Structural Engineers - 2 Nos. (2 marks each) with Minimum 10 years of experience in the consultancy	4 Marks
	d. Graduate Mechanical/Electrical/Plumbing Engineers - 2 Nos. (1 mark each) with Minimum 5 years of experience in the consultancy	2 Marks
	e. Quality Control Experts/Construction Engineers - 2 Nos. (1 mark each) with Minimum 5 years of experience in the consultancy	2 Marks
	f. Civil Engineer - 2 Nos. (1 mark each) with Minimum 5 years of experience in the consultancy	2 Marks
6.	<p>Conceptual Presentation</p> <p>The conceptual presentation shall necessary have a concept plan for the project sites. The concept plan shall be based on the requirements and the basic conceptual design and elevations shown in Appendix-2. The evaluation shall be on the basis of the planning, design, 3D model, 3D walkthrough, use of green building concept in design, use of smart concept in the projects etc.</p>	30 Marks
	a) Master Planning and zoning (cost effectiveness, site utilization, site orientation, Landscape blending with existing profiles, Economical design of buildings and services)	10 Marks
	b) Design Concept Planning (Aesthetics, Environmental considerations, Green Building concept, use of new technologies, use of innovative architectural features)	10 Marks

	c) Presentation (Knowledge of Building Byelaws & statutory requirements, Interpretation of Design concept and overall presentation)	10 Marks
Total		100 Marks

v. Procedure for marking of Technical Bids as well as Financial Bids and Selection of Successful Bidders

- (i) Total Marks for Technical Evaluation (t) = 100
- (ii) The marking of Technical Bids will be carried out as under:
 - a. For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.
 - b. The bidder shall also give a detailed presentation showcasing overall experience of the firm/ joint venture, areas of expertise, experience of the team to be deployed for the job, and understanding of ToR etc. The date of presentation (Either through Personal interaction or Video Conferencing) shall be intimated to all the bidders by email / fax / post, as per employer's requirement.
 - c. The minimum Technical Score (S_t) required to qualify for financial bid opening is 60. However, the bidder shall score the minimum eligible marks in each individual category also.
 - d. The Technical Bids of the Bidders scoring 60 and above marks as explained above, will be considered as Responsive and their Financial Bids would be opened and considered for evaluation.
- (iii) The lowest evaluated Financial Proposal (F_m) will be awarded the maximum financial score (S_f) of 100.
- (iv) The formula for determining the financial scores (S_f) of all other Proposals will be calculated as follows:

$S_f = 100 \times F_m / F$, in which " S_f " is the financial score, " F_m " is the lowest price, and " F " the price of the proposal under consideration.

- (v) The weights given to the Technical (T) and Financial (P) Proposals are: T= 70, and P = 30
- (vi) Bids shall be ranked according to their combined Technical (S_t) and Financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.

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

- i. Bid is incomplete and/ or not accompanied by all required documents.
- ii. Bid is not in conformity with the terms and conditions of Tender/ Bid Document.
- iii. The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder.
- iv. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

2.29 SHORTFALL DOCUMENTS

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

submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

2.30 CONFIDENTIALITY OF BIDS

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

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

2.31 CLARIFICATION OF BIDS

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

2.32 DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

2.33 CORRECTIONS OF ERRORS IN BIDS

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

2.34 EVALUATION AND COMPARISON OF BIDS

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive.

In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

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

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

VI – AWARD OF CONTRACT

2.35 AWARD CRITERIA

WAPCOS will award the Contract to the Bidder whose Bid has been determined to be Substantially Responsive to the Bidding Documents and who has gained the ***Highest Evaluated Score based on QCBS System.***

2.36 NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity prescribed by WAPCOS or any extension thereof, WAPCOS will notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted. This “Letter of Award” shall contain the consultancy fee quoted by the Bidder and accepted by WAPCOS payable to the successful bidder in consideration of the completion of the Contract by the successful Bidder prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of Award will constitute the part of the Contract agreement.

2.37 SIGNING OF THE CONTRACT

Within **10 (ten)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the ***Sr. General Manager (River Development), D-14, WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana*** for signing of the Contract Agreement as per **Annexure-XVII**. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.38 PERFORMANCE SECURITY

Within **10 (Ten)** days of the receipt of the notification of Award from WAPCOS, but not later than the date of the signing of the Agreement, the successful Bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of **5% (Five percent) of the Contract Price in accordance with the Conditions of the Contract.**

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized Indian bank drawn in favour of **WAPCOS LIMITED** payable at **Gurgaon**. The Bank Guarantee shall be on the Performa given in **Annexure-XV of Section-IV**. Failure of

the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.39 EXECUTION AND COMPLETION OF WORKS

The Architect firm shall assist WAPCOS in executing and completing the project within the stipulated period of time by deputing qualified and experienced manpower at each project site and maintain till in accordance within the provision of Contract till acceptance by WAPCOS. The deployment on each site shall be as per requirement of the project at no extra cost and manpower shall continue till successful completion of the project.

Sl. No.	Designation	Qualification & Experience	No. of Key Personal
1.	Engineers at each site	B. Tech /B.E. (Civil/Electrical/Mechanical as per the Construction Schedule and Project Requirement pertaining to civil / electrical /mechanical works) with minimum 5 year Experience.	01

The required support staff / supervisors shall be provided by the bidder as per the requirement. The bidders must give an undertaking that they will provide the staff as and when required. The CVs and qualification proofs of the team shall be provided in the technical bid.

2.40 DELIVERABLES

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

Deliverables	Timelines
Stage 1 : Planning and Design	
Preparation and Submission of Master Layout Plan, Concept Drawings, Plinth Area Estimates, 3D walk-through presentation and other documents required for seeking & obtaining Administrative Approval and Expenditure Sanction from Concerned Authorities of the client in consultation with concerned officials, as required. The estimates should cover all components like civil works, electrical works, water supply sewerage, internal and external electrifications etc. required for proper completion of works. Architectural Consultant’s responsibilities include obtaining the authentication/ verification of the prepared estimate from client’s officials.	Submission of cost estimate along with related drawings & specifications within 15 Days from issuance of LOA to Architect including mobilization period.

Preparation of DPR, Detailed Design and drawings	15 days from submission of Preliminary Estimates
Consultant will prepare and submit detailed BOQ, technical specifications, tender drawings, tender documents etc. required for calling tenders for the subjected work(s). Submission of Draft Concept Plan/Layout plan (Soft and 3 hard copies)	Submission of tender document within 15 days after getting approval from client.
Stage-II- Supply of GFC Drawings	
Supply of GFC drawings for construction works in such a manner so that at least 60% construction activities can be taken up together	Within One Month of the submission of the Tender Drawings and Tender Documents
Supply of 100% GFC drawings together and periodical revisions as required time to time.	Within Two Months of the submission of the Tender Drawings and Tender Documents
Submission of Revised Drawings for Construction based on site conditions and inputs from client / owner, if required	Within 10 days after the observations are conveyed for incorporation
Submission of monthly and quarterly progress Reports.	Monthly and Quarterly during Construction/ Implementation.
Stage-III – As Built Drawings	
As-Built drawings and Completion Report (soft and 5 hard copies).	Within one month from the certified date of completion for construction works

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

2.41 CONSULTANCY FEE:

The consultancy fee includes planning, designing, review, deployment of adequate manpower at site, periodical supervision and monitoring during construction of the project, travel expenses for

attending meetings with WAPCOS/Clients, site visit, third party inspection for procurement of equipment / furniture etc.

2.42 TAXES

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

2.43 INCOME TAX

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

2.44 ESCALATION/ PRICE VARIATION

No claim / additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

2.45 RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

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

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

2.46 ASSOCIATION OF SUB-CONSULTANTS (FOR SPECIALIZED WORK)

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

**SECTION-III
CONDITIONS OF CONTRACT**

I. Clause-1: Definitions

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

- i. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS and the architectural firm, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings, if any and instructions issued from time to time by WAPCOS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii. "Owner / Disclosed Principal" shall mean National Educational Society for Tribal Schools (NESTS), Ministry of Tribal Affairs, Government of India who has appointed WAPCOS Ltd. as the PMC for the project and on whose behalf WAPCOS is entering into this contract and getting the work executed.
- iii. "Client/Employer/Competent Authority/Project Management Consultant" means WAPCOS Limited who propose to get the works executed as mentioned in the Contract on behalf of NESTS, being the disclosed principal.
- iv. 'Tender/Bid, tenderer/bidders' are synonymous throughout this contract document.
- v. 'Approval' means approved by WAPCOS Ltd. on behalf of NESTS. WAPCOS approval is linked and subject to approval by the owner.
- vi. 'Applicable Law' means the laws and any other instruments having the force of law in India.
- vii. 'Architect Firm/ Architect' means the person or persons, firm or company, group of firms whose bid has been accepted by WAPCOS on behalf of NESTS and includes the Architect's personal representatives, successors and permitted assigns that will provide the Services to WAPCOS under the Contract.
- viii. Accepting Authority shall mean the Chief Executive Director (Planning, Development & Legal) of WAPCOS or his authorized nominee.
- ix. Project means Providing Comprehensive Architectural and Design Engineering for Construction of Eklavya Schools in Meghalaya.
- x. Contract Price or Contract Value means the price to be paid for the performance of the Services.
- xi. Estimated Cost means estimated cost put to tender for inviting financial bid from the Architect firms for Architectural planning, designing and detailing.
- xii. Effective Date means the date on which this Contract comes into force and effect pursuant
- xiii. In writing means communicated in written form with proof of receipt.
- xiv. Language means all documents and correspondence in respect of this contract shall be in English Language.
- xv. Letter of Award (LOA) shall mean WAPCOS's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- xvi. WAPCOS LIMITED (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

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

II. Clause-2: Responsibilities/ Obligations:

1. Architectural Firm's Responsibility/ Obligation:-

- a) The Architect shall, in providing the services exercise skill and care in conformity with the normal standards of the Architect's profession.
- b) The Architect shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The Architect shall at those points and/ or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.

- c) The Architect shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS expect in case of emergency when the Architect shall inform WAPCOS without delay.
- d) The Architect shall inform WAPCOS upon its becoming apparent that there is any incompatibility between any of WAPCOS requirements the budget and the timetable or any need to vary any part of them.
- e) The Architect shall inform WAPCOS on its becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.
- f) The Architect shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of WAPCOS.
- g) If any deviation or deficiency in the work done by the Architect is noticed during this inspection and visits he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Architect shall comply and report the action being taken by him in this regard.
- h) Signing this agreement, it has been considered that the Architect has No Objection in case of withdrawal of services or under termination of services of this agreement.

WAPCOS RESPONSIBILITIES /OBLIGATIONS

- a) Providing broad requirements of the works.
- b) Advising condition to the Architect of the relative priorities of WAPCOS' requirement, the budget, and the time table and inform the Architect of any variations to any of them.
- c) WAPCOS shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable the Architect to comply with the time table.

III. Clause-3: Ruling Language and Law

- i) The Contract documents shall be drawn up in **English**. All correspondence and documents relating to the contract, exchanged by the Architect and WAPCOS, shall be submitted in the prescribed form in **English**. All supporting documents and printed literature in connection with the bid shall be in **English**. The law to which the Contract is to be subject and according to which the Contract is to be construed shall be the law for within the jurisdiction of Delhi courts.
- ii) Documents Mutually Explanatory
Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents shall take precedence in the order in which they are set out in the Performa of Agreement.

IV. Clause-4: Contract Agreement

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

V. Clause-5: Performance Security

- i. For the due performance of the Contract, the Architect shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be **5% (Five percent)**

- of the Contract Price. The bank guarantee shall be issued any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Architect.
- ii. The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Architect's failure to complete his obligation under the Contract.
 - iii. The performance security shall be valid until 30 days after the date of issue of Completion Certificate.
 - iv. Should the Contract period, for whatever reasons be extended, the Architect, on receipt of written request, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee before the expiry date of the Bank Guarantee originally furnished.
 - v. The Performance Security will be released by WAPCOS, after the issue of the Completion Certificate but not later 60 days from the date of issue of Completion certificate.

VI. Clause-6: Inspection of Site

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

VII. Clause-7: Sufficiency of Bid

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

VIII. Clause-8: Submissions to be made

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

- i. The Architect shall submit all the submissions, designs and drawings for review and approval in the sequence given below:
 - a. General layout plan of the work
 - b. Conceptual Plan of the projects
 - c. Preliminary cost estimates of the projects
 - d. Final Layout of the projects after approvals from statutory bodies
 - e. Detailed cost estimates of the projects
 - f. Structural Design of the various components. Structural design calculations and drawings for all units of work shall be prepared and signed by registered / approved structural engineer. As far as possible all structural drawings shall be drawn with the appropriate scale, neatly giving all the sections and details necessary for the easy understanding of structural details and smooth execution of the work.
 - g. After review, WAPCOS will convey comments, which the Architect shall incorporate by modifying designs and drawings accordingly.
 - h. In no case will design, calculations / drawings be considered complete or acceptable, if

- i. They are not duly signed by respective Civil/ Structural Engineer (s).
- ii. They are not thoroughly checked and duly signed in the appropriate places by Architect.
- iii. Design calculations are not accompanied by supporting engineering, drawings or appropriate sketches.
- iv. Design calculations are incomplete or not fulfilling the design requirements or are shabbily done or are without adequate reference, or other necessary back-up data.
- v. Any comments previously made are not incorporated on revised drawings /calculations.
- vi. Such unaccepted drawings / designs as described above shall be summarily rejected and Architect will be informed. Architect shall arrange to resubmit the same duly checked, revised and signed within 7 (Seven) days. No claim from Architect for extension of time or for extra cost on this account will be entertained under any circumstances.
- i. Drawings of various services like HVAC / MEP / STP / WTP / solar panels etc. including all calculations.
- j. Drawings of Landscaping and architecture

B. Form of Drawings

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

C. Approval of Designs and Drawings

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

D. Certificates

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

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

i) Giving of Notices and Payment of Fees

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

ii) Compliance with Statutes, Regulations etc.

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

X. Clause-10: Commencements of Works

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

XI. Clause-11: Disqualification for Further Assignments to the Architect

If the Architect fails to act in conformity with the practices and ethics of the profession and/or his work /services are not found satisfactory, he will not be eligible to assignment of any further works of WAPCOS thereafter, and services for such work of remaining stage shall be liable to be withdrawn from him with 15 (fifteen) days' notice.

XII. Clause-12: Determination or Rescission of Agreement:

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

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

ii) If the Architect commit breach of any of the terms of agreement.

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

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

XIII. Clause-13: Consultancy period

Time is the essence of this project. The period of completion of the whole of the Work shall be **16 (Sixteen) Months** / Handing over of the project to the owner or such extended time as may be allowed under *Clause-14* hereof. The period of completion shall be reckoned from the day of issue of the Letter of Award to the Architect by WAPCOS. The programme submitted by the Architect hereof should match with the total time of completion as specified in this clause. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the Architect, as follow: In the proportion which the additional cost of the altered, additional or

substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Architect for the work, nothing extra shall be payable to the Architect. However suitable extension of time for completion of work shall be granted accordingly.

XIV. Clause-14: Extension of Time for Completion

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

XV. Clause-15: Liquidated Damages for Delay

- i. Architect hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Architectural firm, the Architectural firm will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Architect are found to be fair & reasonable, suitable extension of time may be granted by WAPCOS, without any suitable financial implication to WAPCOS. If the Architect shall fail to achieve completion of the Works within the time prescribed by *Clause-13* hereof, then the Architect shall pay to WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by *Clause-13* hereof and the date of certified completion of the Works. WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Architect. The payment or deduction of such damages shall not relieve the Architect from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- ii. The Liquidated damages penalty will be charged for all delays due to the fault of the Architect ***at the rate of 1.0 % of contract value per month*** beyond the stipulated period of completion including authorized extensions if any, subject to ***maximum of 10% of the contract value.***

XVI. Clause-16: Certification of Completion of Works

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

give instructions in writing to the Architect specifying all the Works which are required to be done by the Architect before the issue of such Certificate.

XVII. Clause-17: Escalation/ Price Variation

No claim / additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

XVIII. Clause-18: Recovery of Compensation and Penalty Imposed

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

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

XIX. Clause-19: Other Conditions

- a) All the stages of work shall be completed by the Architect and the necessary approval shall be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.
- b) In the event of the failure on the part of the Architect to complete their work in time or the Architect committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by WAPCOS then the Architect shall be bound to give N.O.C, if required.
- c) Architect shall examine, modify and monitor the “time and progress chart” prepared by the contractors and/or Project Management Consultant for the completion of the work.
- d) The Architect shall assume full responsibility for the professional requirements and correctness of the designs and specification for all the items of work described in the scope of work. WAPCOS will have full access to the details of the calculations and the structural designs for purpose of scrutiny.
- e) The scrutiny of the drawing, and designs by WAPCOS’s own supervisory staff, third party vetting, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- f) The Architect agency shall supply to WAPCOS copies of all documents, instructions issued to Architect, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- g) The Architects hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against WAPCOS in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

- h) While providing consultancy services, the Architect shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Architect shall keep WAPCOS indemnified all the times and shall bear the losses suffered by WAPCOS in this regard.
- i) All designs and drawings shall be the property of WAPCOS. The name and logo of WAPCOS shall be predominantly displayed on all the drawings and documents.
- j) The originals of approved completion drawings shall be on good quality paper and editable soft copy of all the drawings & design shall have to be given on compact disc (CD)/Pen Drive. The proprietary rights of all the design shall remain with WAPCOS.
- k) The Architect shall advise officers of WAPCOS regarding the work under execution during their visits to the site and submit reports on their observations. Architect shall invariably remain present at site of work during such inspection of WAPCOS or his representative.
- l) The Architect shall check/verify the necessary revisions made by Contractor as may be required by WAPCOS in the drawings and other documents submitted by them free of cost.
- m) No changes shall be made in the approved drawings and specifications at site by the Architect without the prior consent of WAPCOS.
- n) WAPCOS shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation or damage for such postponement or non – execution of the work except the fees which are payable to the Architect up to stage of services then completed.
- o) The executive control of the work, as far as this agreement is concerned, shall be with WAPCOS or any other officer so designated by WAPCOS.
- p) Architect shall ensure that the contractor is furnished with approved drawings and plan/plan(s) at the time/time(s) appointed and specified in the contract to be made between WAPCOS and the contractor. If the Architect fails or neglects or omits to furnish drawings or plans to the contractor accordingly the Architect shall pay to WAPCOS compensation for any loss or damage arising from such neglect, failure or omission, particularly to meet with the claim or demand if any, presented by the contractor against WAPCOS for loss or damage suffered in consequence of the delayed supply of drawings to the contractor. In case of arbitration between Contractor and WAPCOS, the reason of the claim of the contractor as per the arbitration award or court order shall be reviewed. If the claim is due to the neglect, failure or omission, or delayed supply of drawings, failure or laxity in assistance of construction supervision or any part of services to be rendered, the amount of claim shall be recovered from the Architect Firm.
- q) It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Architect shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the Architect for completion of the work or enlarged for any reason whatsoever.
- r) Copyright of all documents and drawings prepared by the Architect and for in any work executed from those documents and drawings of the project shall remain the property of WAPCOS.
- s) Company of Architect is a partnership firm or private/ public limited, Proprietary Company, on change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of WAPCOS during the currency of the contract with WAPCOS.

XX. Clause-20: Consultancy fee

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

XXI. Clause-21: Terms of Payment

i) Taxes

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

ii) Retention Money

- a) Deduction of Retention Money amounting to **5% (Five percent)** of the amount of work done on milestone basis due to the Architect on account of Works executed shall be made.
- b) The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Architect against WAPCOS. Provided always that, if at such time there shall remain to be executed by the Architect any Works ordered during such period, WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall represent the cost of the Works so remaining to be executed.
- c) Retention Money shall not be refunded till the Architect produces a **No Objection Certificate from all concerned**. As soon as the work is virtually complete the Architect shall apply for the clearance certificate to WAPCOS.

iii) Payment Milestones

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

Stage	Sl. No.	Milestone	% Payment	Cumulative % payment
Stage 1	1	Approval of Master Plan	20%	20%
	2	Approval of Preliminary Architectural Design		
	3	Clearances and Approvals from Statutory bodies and basic working drawings		
Stage 2	4	Submission of Draft DPR	20%	40%
	5	Proof Checking and approval of DPR by the client / owner		
Stage 3	6	Approval of Tender Document & Award of Contract	20%	40%
Stage-4	7	Completion of Work		
		a. 20% completion of work	10%	50%

		b. 40% completion of work	10%	60%
		c. 60% completion of work	10%	70%
		d. 80% completion of work	10%	80%
		e. 100% completion including all clearances and approvals including occupancy certificates	10%	90%
		f. Successful completion of Defect Liability period of 12 months (DLP)	10%	100%

Note:-

- a. No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- b. Architect shall submit his bill along with full description about service provided, separately for both of the works.
- c. Architect shall not claim payment against pending services or incomplete stages of work.
- d. All payments paid to Architect are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- e. WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant at risk and cost of the Architect Firm.
- f. In case only a part of the project is continued beyond any stage, on further payment shall be made to the Architect for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage
- g. The cost of references to be made by the Architect to his in house professional experts or outside professional experts are included in Architect's fees and nothing extra will be paid by WAPCOS on this account.
- h. The payments shall be made only on back-to-back basis upon receipt of payment from the Owner and no interest is payable on account of delay if any. The Architect acknowledges that under the present Contract, WAPCOS is only working as intermediary between NESTS, being Principal Owner and Architect. Thus the Architect unconditionally acknowledge that the payments under the present Contract shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from NESTS being Principal Owner. The Architect also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from NESTS, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Architect. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

iv) Defect Liability Period

Defect Liability Period shall be 12 months from the date of handover of the project. During defects liability period, if it is found that certain risk or damage or loss has occurred due to the defective

design / drawings, delay in providing the drawings or lack in co-relation between drawings and actual execution of assignment, non-compliance of the instructions pertaining to the project work, over payment to the Contractors due to wrong certification of bills or errors in recommending payments etc. WAPCOS will be entitled to recover the amount of such loss from the Architect by en-cashing the performance bank guarantee submitted by him as above.

v) Final Certificate

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

XXII. Clause-22: Taxation

- i. The price bid by the Architect shall include all duties, levies and taxes except GST that may be levied according to the laws and regulations, nothing in the Contract shall relieve the Architect from his responsibility to pay any tax on profits made by him in respect of the Contract. GST shall be reimbursed as per actual on prevailing rates.
- ii. Income Tax
The Architect's staff, personnel will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Architect shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

XXIII. Clause-23: Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by WAPCOS stating that the Works have been completed. The completion Certificate shall be given by WAPCOS within twenty eight days after the expiration of the Period of completion.
- ii. Cessation of WAPCOS's Liability'
WAPCOS shall not be liable to the Architect for any matter or thing arising out of or in connection with Contract or execution of the Works unless the Architect shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.
- iii. Unfulfilled Obligations
Notwithstanding the issue of completion Certificate, the Architect and, subject to sub Clause (ii) of this Clause, WAPCOS shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

XXIV. Clause-24: Force Majeure

Architect firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics,

fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of WAPCOS and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to WAPCOS by client.

XXV. Clause-25: Withholding and Lien of Payment

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

XXVI. Clause-26: Foreclosure of Contract by WAPCOS/Owner

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

XXVII. Clause-27: Suspension of Works

i) The Architect shall, on receipt of the order in writing of WAPCOS, suspend the progress of the works or any part thereof for such time and in such manner as WAPCOS may consider necessary for any of the following reasons:

- a) On account of any default on part of the Architect, or
- b) If the work is partly or fully abandoned/suspended by WAPCOS/clients for any reasons

ii) If the suspension is ordered for reasons in sub-para (a) above.

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

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

XXVIII. Clause 28: Termination of Contract

- i. WAPCOS or the Architect may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a) The Architect stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.

- b) The WAPCOS instructs the Architect to delay the progress of the Works and the instruction is not withdrawn within 28 days.
- c) The Architect is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

WAPCOS is entitled to terminate the contract in following conditions:

- d) In the event of WAPCOS not satisfied with the work done by the Architect, WAPCOS shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Architect shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- e) In the event of the Architect through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- f) In the event of the Architect's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other agency to complete the work irrespective of settling of dues of the Architect.
- g) The termination of the appointment of the Architect shall be without prejudice to the accrued rights and remedies of WAPCOS.
- h) Architects who are not registered with the Council of Architecture or who fail to renew his/her their registration for the current calendar year shall be terminated on the happening of such event.
- i) In the event of failure to comply with or abide by the general conditions of this agreement.
- j) In the event of liquidated damages/ penalty imposed on Architect equal or exceeding 10% of the total fees payable.
- k) Notwithstanding the above, WAPCOS may terminate the Contract for convenience.

When the Architect has made himself liable for action under any of the cases aforesaid, WAPCOS shall have powers:

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

iii. Payment upon Termination

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

XXIX. Clause-29: Notices

i. Service of Notices on Architect

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

ii. Service of Notices on WAPCOS

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

iii. Change of Address

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

XXX. Clause 30: Dispute Resolution

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

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

XXXI. Clause 31: Adjudication of Dispute

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

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

**SECTION-IV
ANNEXURES**

Annexure-I

INFORMATION TO BE FURNISHED BY THE APPLICANTS

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

Annexure-II

FORMAT FOR BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

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

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

Work Name: _____

Tender No: _____

Dear Sir,

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

Yours Faithfully,
(Signature & Seal of the Bidder)

Annexure-III
ORGANIZATIONAL DETAILS

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

Yours Faithfully,
(Signature & Seal of the Bidder)

Annexure-IV
DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

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

Note: Certificates of qualification are required to be attached.

Signature of Bidder with Seal

Annexure-V
FORMAT FOR BID SECURITY / EMD
(To be given on Company Letter Head)

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

Subject- Submission of Bid Security / EMD

Reference-_____

Sir,

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

DETAILS OF EMD SUBMITTED

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

OR

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

DETAILS OF NSIC/MSME CERTIFICATE:

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

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

SIGNATURE OF BIDDER WITH SEAL

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

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

Definition of Similar Works:

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

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

Signature of the Bidder With Seal

Annexure-VII
DETAILS OF SIMILAR WORKS IN PROGRESS

Sl. No.	Name of work and its location	Name of Client	Date of Start	Stipulated Date of Completion	Consultancy Fee	Status of the Project	Expected Date of Completion	Reference and Page No. of Documentary Proof / Award Letter
1.								
2.								
3.								
4.								
5.								
6.								

Definition of Similar Works:

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

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

Signature of the Bidder With Seal

Annexure-VIII
Financial Status

Sr. No.	Financial Year	Turnover	Profit / Loss (-)
1	2014-15		
2	2015-16		
3	2016-17		
4	2017-18		
5	2018-19		

Note:

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

Signature of the Bidder With Seal

Annexure-IX
Performa for Manpower

Sr. No.	Manpower	Name	Designation	No. of Years with Company	Total Experience
A	Planning / Design Phase				
1.	Team Leader / Lead Architect				
2.	Architects i) ii) iii)				
3.	Structural Engineer i) ii)				
4.	MEP Engineer i) ii)				
5.	Any other Staff which the bidder feels necessary for execution of the project				
B	Construction Phase				
1.	Graduate Engineer (Civil / Electrical / Mechanical)				
i)	i) ii) iii) iv) v) vi) vii) viii) ix) x) xi) xii) xiii)				
2.	Quality Control Experts i) ii)				
3.	Supporting Staff i) ii) iii)				

- **Attach Copies of Signed CVs**
- **Attach Copies of Self Attested Qualification**

The bidders must give an undertaking that they will provide the staff as and when required. The signed CVs and qualification proofs of the team shall be provided in the technical bid.

Signature of the Bidder With Seal

Annexure-X

FORMAT FOR NO CONVICTION CERTIFICATE
(To be submitted on Bidder's original Letter Head)

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

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

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-XI
List of Consultants Associated on Regular Basis

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

Signature of the Bidder With Seal

Annexure-XII

FORMAT OF UNDERSTANDING THE PROJECT SITE

(To be submitted on Bidder's Letter Head)

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

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

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

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-XIII

FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted on Bidder's Letter Head)

To
Additional Chief Engineer,
WAPCOS Limited,

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

Dear Sir,

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

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure-XIV

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,
DISQUALIFICATION

(To be submitted on Bidder's Letter Head)

To
Additional Chief Engineer,
WAPCOS Limited,

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

Dear Sir,

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

LITIGATION HISTORY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2019 or currently in execution.

1. **ARBITRATION CASES**

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

2. **COURT CASES**

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

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

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

If yes, give details:

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

Yes/No

If yes, give details:

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

If yes, give details:

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

If yes, give details, including present status:

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

If yes, give details:

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

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

Annexure-XV

FORMAT OF PERFORMANCE SECURITY

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

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

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Architect's name & address) (hereinafter referred to as "the Architect" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Architect, resulting into a contract valued at Rs. _____ (Rupees _____ only) for (name of work) (hereinafter called "the contract") and the Architect having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees only) (10 % of the said value of the Contract to the Employer). We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Architect to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the Architect. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Architect or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank . The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

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

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

Notwithstanding anything contained herein

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

Dated this _____ day of _____ at _____.

Annexure-XVI

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS

Name of Architect: _____

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

Date

Name & Designation of the Authority

Signature with Seal of the Bidder

Annexure-XVII

FORMAT FOR AGREEMENT

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows;

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

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

SIGNED, SEALED AND DELIVERED

By the said

NAME _____

on behalf of the Architect
in the presence of:

NAME _____

Address _____

By the said

NAME _____

on behalf of the WAPCOS Limited
in the presence of;

NAME _____

Address _____

Annexure-XVIII
FORM FOR INTEGRITY PACT

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

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

Dear Sir,

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

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

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

Yours faithfully
(Duly authorized signatory of the Bidder)

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

This Integrity Agreement is made at on this..... day of..... 2020

BETWEEN

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

AND

(Name and Address of the Architect)

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

(Details of duly authorized signatory)

Preamble

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

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidders.

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

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

Article 1: Commitment of the Employer

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

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

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

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

he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/ Architects

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Architect/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS Limited.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
2. If the Architect is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
3. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

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

WITNESSES:

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

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

Annexure-XIX

FINANCIAL BID

Sl. No.	Description	Consultancy Fee (in Percentage of the Construction Cost of each Project)	
		(in figures)	(in words)
1.	“Consultancy services for Providing Comprehensive Architectural & Engineering Services for Construction of EMRS Schools in Meghalaya”		

(NOTE: The quote of the bidder shall be inclusive of all taxes and liabilities. GST shall be payable extra as per prevailing rates)

Appendix-1**List of 13 Nos. of EMRS Schools in Meghalaya**

Sl.No.	Name of State	District	Block/Village
1.	MEGHALAYA	EAST KHASI HILLS	MAWKYNREW
2.	MEGHALAYA	WEST KHASI HILLS	NONGSTOIN
3.	MEGHALAYA	SOUTH WEST KHASI HILLS	MAWKYRWAT
4.	MEGHALAYA	NORTH GARO HILLS	KHARKUTTA
5.	MEGHALAYA	SOUTH GARO HILLS	RONGARA
6.	MEGHALAYA	RIBHOI	UMLING
7.	MEGHALAYA	EAST GARO HILLS	SAMANDA
8.	MEGHALAYA	WEST GARO HILLS	TIKRIKILLA
9.	MEGHALAYA	RIBHOI	UMSNING
10.	MEGHALAYA	EAST JAINTIA HILLS	KHLIEHRIAT
11.	MEGHALAYA	SOUTH WEST GARO HILLS	ZIKZAK
12.	MEGHALAYA	WEST JAINTIA HILLS	AMLAREM
13.	MEGHALAYA	EAST GARO HILLS	SAMANDA

Appendix-2

Details of Tentative Areas Required for various Components

The details and the areas mentioned below are tentative in nature and may vary as per the requirement. The Floors of the buildings may also vary depending on the site area available for the projects. The components of the projects may also vary as per requirement of the owner.

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
A	School Building (G+1)				
1	Class Room	16	40.58	649.28	Strength of 30 students per classroom
2	Computer Lab	1	81.16	81.16	
3	Science Labs	3	81.16	243.48	Including instruction room and store room
4	Math Labs	1	40.58	40.58	(Equivalent to class room size)
5	Language Lab/Art and Craft Room	1	40.58	40.58	(Equivalent to class room size)
6	Recreation Room	1	40.58	40.58	(For common purpose and indoor sports purpose)
7	Library	1	91.92	91.92	
8	Boys Toilet	2	40.58	81.16	1 Block each with 4 WC, 10 Urinals & 4 Wash Basin(Including Handicapped toilets with Ramp and Handrail)
9	Girls Toilet	2	40.58	81.16	
10	Principal Room	1	40.58	40.58	With attached Toilet
11	Vice Principal Room	1	20.58	20.58	
12	Office Room	1	40.58	40.58	
13	Medical Room	1	14.44	14.44	
14	Staff Room (Male)	1	20.29	20.29	
15	Staff Room (Female)	1	20.29	20.29	
16	Staff Toilet (Male)	1	10.00	10.00	1 Block each with 1 WC, 1 Urinals & 1 WASH Basin as per Indian Standard Institution clause Sanitary fittings for School
17	Staff Toilet (Female)	1	10.00	10.00	
18	Physically Handicapped Toilet	4	0.00	0.00	Inside the boys' and girls' toilet
19	Security Room	1	0.00	0.00	Provision at Main Gate
20	Store Room	1	20.29	20.29	
21	Circulation Area			1033.05	Maximum

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
	School Building Carpet Area			1546.95	
	School Building Plinth Area			2580.00	
B	Boys Hostel (G+1)				
1	Dormitories	30	34.70	1041.12	30 rooms with 8 beds per room
2	Bathroom and Toilets	8	32.68	261.44	Each unit contain (4 WC,4 Bathroom, 3 Wash basin)
3	Warden Residence cum Office	1	80.00	80.00	Close to Hostel Building
4	Study Room	1	31.25	31.25	
5	Store Room	1	11.90	11.90	
6	Laundry Area				Included in circulation area
7	Physically Handicapped Toilet	2	0.00	0.00	Include in circulation area near to ground floor toilet blocks
8	Circulation Area			934.29	Maximum
	Boys Hostel Carpet Area			1425.71	
	Boys Hostel Plinth Area			2360.00	
C	Girls Hostel (G+1)				
1	Dormitories	30	34.70	1041.12	30 rooms with 8 beds per room
2	Bathroom and Toilets	8	32.68	261.44	Each unit contain (4 WC,4 Bathroom, 3 Wash basin)
3	Warden Room cum Office	1	80.00	80.00	Close to Hostel Building
4	Study Room	1	31.25	31.25	
5	Store Room	1	11.90	11.90	
6	Laundry Area				Included in circulation area
7	Physically Handicapped Toilet	2	0.00	0.00	Include in circulation area near to ground floor toilet blocks
8	Circulation Area			934.29	Maximum
	Boys Hostel Carpet Area			1425.71	
	Boys Hostel Plinth Area			2360.00	
D	Kitchen and Dining Hall				
1	Kitchen	1	210.00	210.00	with store and pantry room

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
2	Store Room	1	0.00	0.00	Included in Kitchen
3	Dining Room (Boys)	1	150.00	150.00	Includes Wash basin
4	Dining Room (Girls)	1	150.00	150.00	Includes Wash basin
5	Hand Wash/ Utensil Cleaning Area	1	0.00	0.00	Included in Dining space
6	Pantry	1	0.00	0.00	Included in Kitchen space
7	Circulation Area			40.00	Hand wash and other use
	Kitchen & Dinning-Carpet Area			510.00	
	Kitchen & Dinning-Plinth Area			550.00	
E	Principal Quarter				
1	Bed Rooms	3	13.48	40.44	
2	Toilet	3	3.51	10.53	
3	Kitchen	1	8.06	8.06	
4	Dinning	1	16.38	16.38	
5	Drawing Room	1	18.00	18.00	
6	Balcony/Varandah	1	0.00	0.00	Included in circulation area
7	Store	1	2.70	2.70	
8	Office	1	6.31	6.31	
9	Circulation Area			27.58	
	Principal Residence-carpet Area			102.42	
	Principal Residence-Plinth Area			130.00	
F	Type III Quarter (15 Nos.)				
1	Bed Rooms	2x15	11.02	330.45	CPWD
2	Toilet	2x15	3.87	115.95	CPWD
3	Kitchen	1x15	8.60	129.00	With utility balcony
4	Dinning	1x15	17.28	259.20	CPWD
5	Drawing Room	1x15	0.00	0.00	Included in dining area
6	Balcony	1x15	6.50	97.50	CPWD
7	Circulation Area			268.00	
	Type III-carpet Area			932.00	
	Type III-Plinth Area			1200.00	
G	Type II Quarters (10 Nos.)				
1	Bed Rooms	2x10	9.75	195.00	CPWD
2	Toilet	2x10	3.87	77.40	CPWD
3	Kitchen	1x10	7.30	73.00	With utility balcony

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
4	Dinning	1x10	13.62	136.20	CPWD
5	Drawing Room	1x10	6.00	60.00	Included in dining area
6	Balcony	1x10	6.50	65.00	CPWD
7	Circulation Area			93.40	
	Type II-carpet Area			606.60	
	Type II-Plinth Area			700.00	
H	Guest House				
1	Bed Room	2	11.02	22.03	CPWD
2	Drawing Cum Dinning	1	17.28	17.28	CPWD
3	Kitchen cum Pantry	1	8.60	8.60	CPWD
4	Toilet	1	3.87	3.87	CPWD
5	Balcony	1	6.50	6.50	CPWD
6	Caretaker Room	1	11.02	11.02	CPWD (Bed room Size)
7	Circulation Area			10.70	
	Guest House-carpet Area			69.30	
	Guest House-Plinth Area			80.00	
I	Sports Facility				
1	Play Ground	1	Mandatory		One Play field of size 190mx110m (having 400m/200m track)
2	Kho Kho				May be play at Volley Ball Court
3	Basketball	2	Mandatory	40x30 Sqm	Separate (B+G)
4	Volley Ball	2	Mandatory	40x30 Sqm	Separate (B+G)
5	Archery	1	Mandatory	2500	
J	Fire Fighting				
1	School	YES	Mandatory		
2	Hostel	YES	Mandatory		
3	Quarter	YES	Mandatory		
K	Drinking Water				
1	Sump	RCC underground sump (1.0 lakh litre)		80	CPWD
2	Deep Boring	2			CPWD
3	Overhead Tank	50,000 litres			CPWD
4	External Water Supply System				As per requirements

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
L	Green Features				
1	Recharge Pit	YES	Mandatory		
2	Solar Power Plant				May be planned through Ministry of New and Renewable Energy
3	Solar Water Heaters	YES	Mandatory		As per requirements
4	Kitchen Waste Disposal Unit	YES	Mandatory		
5	Compost Pit	YES	Mandatory		
6	Dust Bins	YES	Mandatory		
7	Solar Street Lights	YES	Mandatory		
8	Rain Water Harvesting	YES	Mandatory		
9	Storm Water drain	YES	Mandatory		
10	Eco Friendly Sewage System	YES	Mandatory		
M	Horticulture / Landscaping				
1	Landscaping	YES	Mandatory		
2	Herbal Garden	YES	Mandatory		
3	Plantation	YES	Mandatory		
4	RCC Benches	YES	Mandatory		
5	Dustbins	YES	Mandatory		
6	Campus Development	YES	Mandatory		
7	Electric Substation, Generator, External Water Supplier, Irrigation System, Parking Area)	YES	Mandatory		
N	Others				
1	Boundary Wall (1.8 Meter Height)	YES	Mandatory		2.6 mt Height, 1.8 Masonry work and 0.8 concertino wire
2	Entry Gate with Security Room	YES	Mandatory		As per NBC (Minimum W- 6 M X H- 4.5 M) Included in building work cost
3	Flag Hoisting Stage	YES	Mandatory		
4	Doors & Windows with Mosquito Net	YES	Mandatory		
5	Internal Roads	YES	Mandatory		As per site requirements
6	Internal pathways	YES	Mandatory		As per site requirements
7	Electric substation	YES	Mandatory		
8	Pump room	YES	Mandatory		

Sl. No	Features	Unit	Area (in Sq.m)	Total Area (in Sq.m)	Remarks
9	Surface Drain including culvert	YES	Mandatory		(With Storm Water)
11	Smart Class Room		Mandatory		Only wiring work
12	External Electrical Work	YES	Mandatory		Connection, services etc
13	Levelling	YES	Mandatory		As per site requirements
14	Filtered Water Supply	YES			As per requirements
15	SITC of substation equipment (200/250 KVA Transformer)	YES	Mandatory		(1. Substation building and transformer)
16	SITC of DG set (25 KVA)	YES	Mandatory		
17	SITC UPS (5 KVA)	YES	Mandatory		
18	Payment to Local Electrical Supply Authority				
19	CCTV Facility	YES	Mandatory		As per requirements
	Total Plinth Area			10,040.00	

Proposed Layout and Façade Designs



LEGENDS

- 1. SCHOOL
- 2. AUDITORIUM
- 3. BOY'S DORMITORY

- 4. GIRLS'S DORMITORY
- 5. DINING BLOCK
- 6. WARDEN RESIDENCE

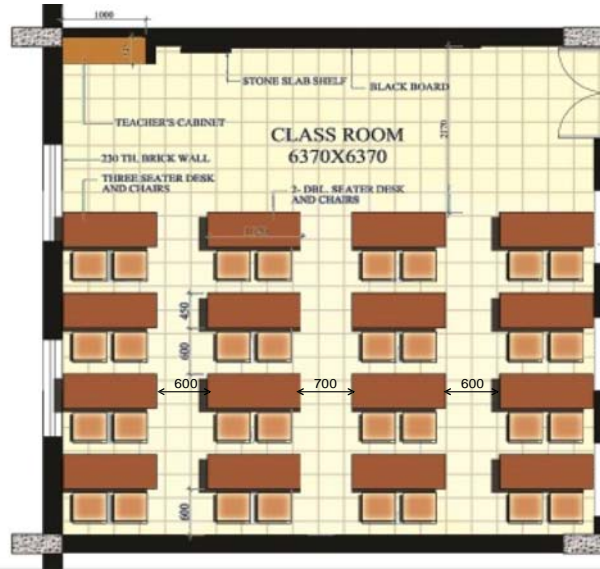
- 7. PRINCIPAL'S RESIDENCE
- 8. GUEST HOUSE
- 9. TYPE III QUARTERS

- 10. TYPE II QUARTER
- 11. PLAYGROUND_s
- 12. Archery

SCHOOL BUILDING FRONT ELEVATION

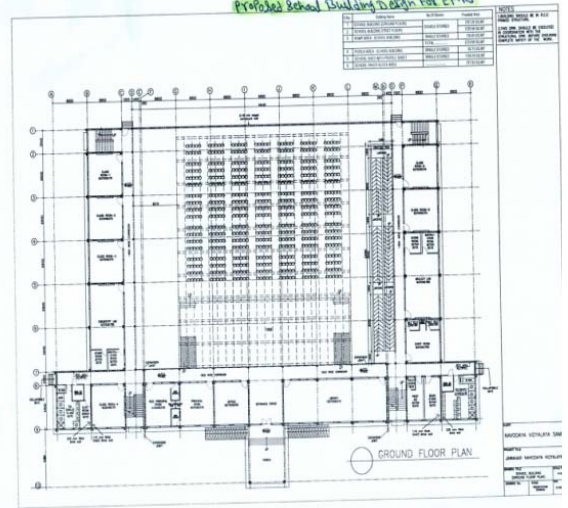


School Building (



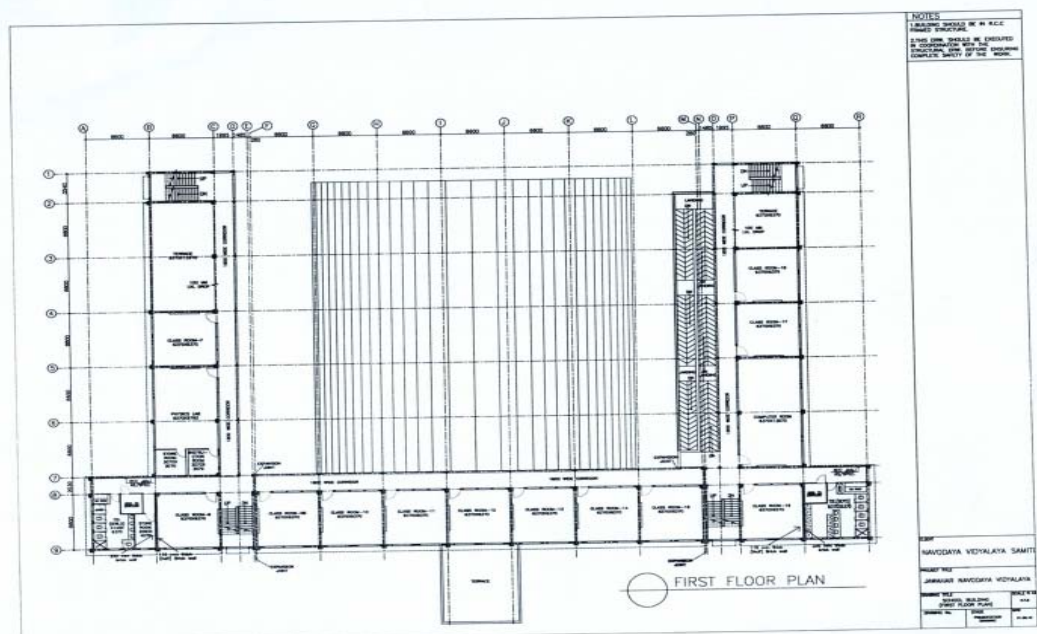
32 STUDENT
CAPACITY CLASSROOM
(6370 X 6370)

Proposed School Building Design For E.M.P.S



GROUND FLOOR PLAN

School Building (G+1)



FIRST FLOOR PLAN

NOTES
 1. BUILDING SHOULD BE IN ACC. TO
 LOCAL REGULATIONS
 2. THIS PLAN SHOULD BE ENQUIRED
 BY COMPETENT AUTHORITY FOR
 THE SAFETY OF THE BUILDING

DATE: _____
 NAVODAYA VIDYALAYA SAMITHI
 PROJECT NO: _____
 JAYANAGAR NAVODAYA VIDYALAYA
 PROJECT NO: _____
 DATE: _____

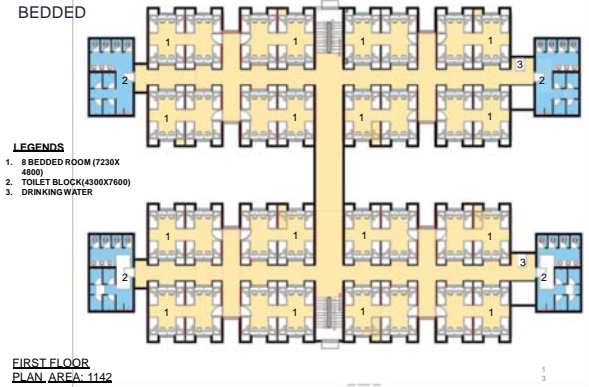
HOSTEL BUILDING FRONT ELEVATION



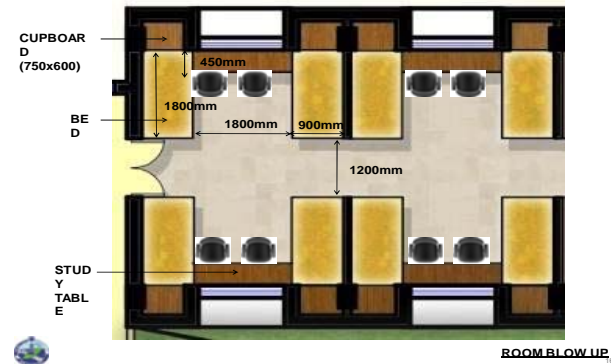
HOSTEL BUILDING 8
BEDDED



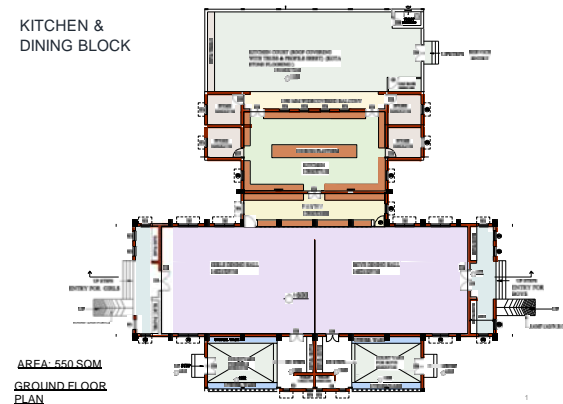
HOSTEL BUILDING 8
BEDDED



HOSTEL BUILDING



KITCHEN & DINING BLOCK



PRINCIPAL'S QUARTER



GROUND FLOOR PLAN AREA-130 SQM

GUEST HOUSE



TYPICAL GROUND FLOOR PLAN

Area = 80 sqm

TYPE III QUARTERS

AREA STATEMENT - TYPE - III			
S.NO.	PARTICULARS	PERMISSIBLE	PROVIDED
A. MAIN UNIT			
1.	UNIT AREA	85.00	82.94
2.	BALCONY	4.00	4.00
3.	UTILITY	3.00	3.40
	TOTAL	92.00	90.34
B. STAIRCASE			
1.	STAIRCASE	7.00	8.84



TYPICAL FLOOR PLAN

TYPE II QUARTERS

AREA STATEMENT - TYPE - II			
S.NO.	PARTICULARS	PERMISSIBLE	PROVIDED
A. MAIN UNIT			
1.	UNIT AREA	84.00	84.12
2.	BALCONY	4.00	4.00
3.	UTILITY	2.00	2.91
	TOTAL	90.00	91.03
B. STAIRCASE			
1.	STAIRCASE	7.00	8.92



TYPICAL FLOOR PLAN