(भारत सरकार का उपक्रम–जल शक्ति मंत्रालय)

(A Government of India Undertaking-Ministry of Jal Shakti)

TENDER DOCUMENT
FOR

Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho

WAP/WR & WS/LESOTHO/GeotechSurvey/2026
Date: ……2026

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

WAP/ WR & WS/LESOTHO/Geotechsurvey/2026/……. **Dated: …….2026**

Notice Inviting Tender for "Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho"

1.0 Submission of Bids is hereby invited by WAPCOS Limited (herein after referred to as "Employer") from reputed and experienced firms/ companies/ agencies (herein after referred to as "Bidder").

2.0 Full details, specifications, terms and conditions of work are available in the Tender Document for above NIT, which can be downloaded from WAPCOS website or can be collected in hard copy from the WAPCOS, Lesotho Office.

3.0 The last date of Procurement of Tender Documents is ……2026 up to 05.00 hrs. (local time) The last date of submission of Bid is …….2026 up to 05.00 hrs. (local time). The Technical Bid & Financial Bids are to be submitted in hardcopy. The Technical bid will be opened on ……2026 at 08:30 hrs. (local time) at WAPCOS Limited, Lesotho Office in the presence of bidder's representatives who would like to be present.

4.0 The Bids shall be addressed in the following address:

To,
Project Office, Lesotho
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100,
Lesotho
Email: wrd@wapcos.co.in

5.0 For clarifications, if any can be obtained from WAPCOS, Lesotho office on any working day up to ……...2026 from 08:00 hrs to 17:00 hrs.

6.0 WAPCOS reserves the right to reject any one or all the Bid(s) without assigning any reason thereof. Incomplete & conditional Bid and Bid received after the stipulated date & time shall be summarily rejected.

7.0 In case of any dispute, decision of CMD, WAPCOS will be final and binding on both parties.

8.0 Joint Venture/ Consortium/ any kind of association shall not be allowed.

9.0 The Integrity pact as per Form G to be submitted with the bid.

10.0 Instruction to the bidder along with brief description of work, scope of work, technical specification is enclosed in this document.

11.0 The bidder should have sufficient experience in topographical Survey and Mapping in African countries.

12.0 The bidder shall furnish along with the Bid, details of the complete company profile, relevant experience, list of similar works executed along with the personnel and equipment proposed for carrying out survey and mapping works authority as indicated under the Eligibility Criteria and Other Document.

13.0 The Bid submitted by the bidder shall be valid for a period of 120 (One Hundred and Twenty) days from the last date of submission of Bid.

14.0 ELIGIBILITY CRITERIA

The bidder must fulfill the following minimum eligibility criteria duly supported by proof:

i. The Bidder should have valid Company Registration Certificate or Trade License, TIN Number.
ii. Power of Attorney to be submitted in the name of the Official signing the tender document

iii. The Annual Average Turnover of related services during last 3 (three) years **(FY 2023-24, FY 2024-25, FY 2025-26) ending 31st March of 2026,** should be at least **USD 4000** or equivalent. Attested by the independent Chartered Accountant. Also, Audited Balance Sheet for last 3 years ending last financial year may be included.

iv. The bidder should have sufficient experiences in Geotech Investigation within last 7 years, preferably for water /sewerage network projects.

v. The agency must own at least the equipment as stated in eligibility criteria in ITB.

vi. The bidder must have successfully executed/completed similar services, over the last 7 years as detailed below: (submission of PDS, Work orders and completion certificates are mandatory in technical bids)

a. Three similar projects, costing more than or equal to USD 3200 equivalent.

OR

b. Two similar projects, costing more than or equal to USD 4000 equivalent.

OR

c. One similar project, costing more than or equal to USD 6400 equivalent.

"Similar services mentioned above means experience in Geotech Investigation."

vii. The participating bidder should not have been blacklisted during last three years by any Government Department/ Organization or any Public Limited Company as on date within the country or in any other Country. **A declaration to this effect is to be made by bidder as per Form D.**

17.0 Time of Completion:

The time of completion for the entire work is 20 (Twenty) days from the date of award of work order.

18.0 Date & Time Schedule:-

Sl. No.	Particulars	Date & Time
1.	Date of issue of Notice inviting bid	……..2026
2.	Bid Submission Closing Date	…….2026 up to 5:00 hrs (local time)
3.	Technical Bid Opening Date	……..2026 at 8:30 hrs. (local time)
4.	Financial Bid Opening Date	Will be intimated later to the shortlisted Bidder

19. Mode of Submission:

Technical & Financial Bid –Technical Bid & Financial Bid must be submitted through hardcopy to the below-mentioned address by ……..2026 (up to 5.00 hrs.)

The Project Office,
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100 ,
Lesotho
Email: wrd@wapcos.co.in

20. IMPORTANT POINTS

The purpose of this NIT is to provide with information to interested parties to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

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

For and on behalf of
…….
Lesotho Office
WAPCOS Limited

Copy forwarded for kind information and wide circulation to:

i. **Chief Executive Director (WR&WS), WAPCOS Limited, Gurgaon Office.**

SECTION-I
INSTRUCTION TO BIDDER

INSTRUCTIONS TO THE BIDDERES

1. TENDER DOCUMENTS

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

- Notice Inviting Tender (NIT)
- Section-I-Instructions to Bidders (ITB)
- Section-II-Scope of Works
- Section-III- Forms for Bid Submission
- Section- IV - Financial Bid Submission Form

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

2. CLARIFICATION OF BID DOCUMENTS

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in writing / as mentioned in the NIT.

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

3. AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

4. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

4) The bidder is expected to examine all the following documents prior to preparation and submission of bid.
5) The bidder is advised to visit the sites, assess the accessibility, and work involved, climate and other conditions of the area etc. before quoting the rates. No claim shall be entertained later, on any such account.
6) Failure to comply with the requirements of bid submission will be at bidders risk and shall be considered as non-responsive.

5. COST OF BIDDING

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

6. LANGUAGE OF BID

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

7. CURRENCY OF BID

Bid prices shall be quoted in **USD** only.
Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his bid is liable to be cancelled.

8. BID SUBMISSION

Technical Bid: 1 (one) original
Financial Bid: 1 (one) original

The Bidder shall submit in two sealed envelopes:

- The first envelop marked the "**TECHNICAL BID**" and the second envelop marked the "**FINANCIAL BID**".

- The original and all the copies of the Technical BID shall be placed inside of a sealed envelope clearly marked "TECHNICAL BID", "[Name of the Assignment]", reference number, name and address of the Tenderer, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL BID SUBMISSION DEADLINE]."

- Similarly, the original Financial Bid along with copies shall be placed inside of a sealed envelope clearly marked "FINANCIAL BID" followed by the name of the assignment, reference number, name and address of the Tenderer, and with a warning "DO NOT OPEN WITH THE TECHNICAL BID."

The sealed envelopes containing the Technical and Financial Bids shall be placed into one outer envelope and securely sealed in such a manner that opening and resealing cannot be achieved undetected. This outer envelope shall bear the submission address, "[Name of the Assignment]", reference number, name and address of the Tenderer, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the NIT]".

The inner and outer envelopes shall be addressed to the **Deputy Chief Engineer** at the address given in the NIT and bear the Project name indicated in the NIT, the Invitation for Tenders (IFT) title and number indicated in the NIT, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the NIT.

9. FINANCIAL BID

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

Note:

1. The rates should be inclusive of all taxes as applicable including Withholding Tax (WHT) and VAT.
2. The rate shall be firm and no variation shall be allowed on any account whatsoever.
3. Income tax and all other taxes, VAT, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of the Lesotho or any subdivision thereof or any tax authority therein upon the Successful Bidder and their staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
4. Rate will be inclusive of taxes etc. Conditional bid shall be rejected.

10. QUALIFYING CRITERIA: OFFLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be submitted **with properly readable coloured scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page. Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority.**

Format of Check List				
S.N.	**Particular of Document**	**Yes**	**No**	**Page Nos. From-to**
1.	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
2.	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
3.	Yearly financial Turnover and **Audited Balance Sheet for Last 3 (three) years*** ending on the			

	financial year 2025-26 duly certified by Chartered Accountant.			
4.	Turnover: Average annual financial turnover should be at least **USD 4000** in **last 3 consecutive financial years ending 2025-26.** This should be duly audited by the Chartered Accountant doing Statutory Audit. **(Form-A)**. Turnover & profit/loss certificate/form.			
5.	Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant.			
6.	The bidder should have completed similar type of project in last 7 Financial Years ending previous day of last date of submission of tender with any Govt. department/ semi- Government/ Private firm and state Govt. department / PSU (**Form B**). **Eligibility Criteria:** a) The bidder should have completed one similar work of **USD 6400** during the last 7 years. or b) The bidder should have completed two similar works of **USD 4000 (in each)** during the last 7 years. or c) The bidder should have completed three similar works of **USD 3200 (in each)** during the last 7 years. **"Similar works shall mean carrying out Geotech Investigation.** **Note:** • Project should be carried out in Africa. Firm as a principal bidder under a single contract. • The survey works should have been carried out by the bidder itself and not through sub-contracting to any other agency. The bidder shall submit Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/W.O(s) from respective Owner(s)/Client(s). • The past experience in similar nature of work should be supported by certificates issued by the Client's organization. The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to award of works. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works.			
7.	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the			

	firm / company. **(Form-C).**			
8.	Copy of Registration certificate, Business Licence, TIN certificate and Tax Clearance certificate for last 3 years. **Joint Ventures/Consortium/Associations are not accepted.**			
9.	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU in the last 3 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. **(Form-D).**			
10.	Letter of understanding the project site on bidder's Letter Head **(Form-E).**			
11.	No Deviation Certificate in prescribed format in Bidder's Letter Head **(Form-F).**			
12.	Agreement to execute the Integrity Pact (**Form-G**).			
13.	Undertaking on acceptance of NIT terms & conditions (**Form-H)**			

11.0 BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 120 (One Hundred Twenty) days from the date of bid submission closing date.

12.0 BID OPENING

The technical bids will be opened at first**.** If the day happens to be a holiday, it will be opened on next working day at same time. Financial bids of only those bidders will be opened who qualifies technically and date of opening will be intimated later.

13.0 BID EVALUATION

All details are to be furnished in the prescribed format as given in clause 10 and the Forms enclosed with the NIT.

The qualification criteria will be first evaluated as defined in NIT under clause 10 for each bidder. The bidders passing all the qualification criteria shall be considered for opening of financial bids.

One Bidder shall be awarded the above cited works.

14.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

15.0 SELECTION CRITERIA – FINANCIAL

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any

discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.

- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.
- If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

16.0 AWARD OF WORK

- The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.

- Not-withstanding clause 16.1 as above the employer 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(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

17. 0 PERFORMANCE SECURITY

The Bidders are not required to submit the performance guarantee.

18. 0 SECURITY DEPOSIT

Retention amount of 3% will be deducted from each Interim Payment made to the successful bidder and shall be released on certificate from Client towards successful completion of the work and release of full payment to WAPCOS.

19. 0 LIQUIDATED DAMAGES (LD)

Time is the essence of the contract. Liquidated damages shall be levied against the agency in case of delay in completion of the work beyond the date of completion of job specified in contract. Liquidated damages shall be levied @ 0.5% of award value per week of delay beyond the stipulated date of completion when reasons for such delay are not attributable to WAPCOS. If the delay in execution of the job is attributable to WAPCOS only then WAPCOS reserves the right to consider waiver of Liquidated damages. Total LD shall not exceed 10% of contract value. The decision of Project In charge, WAPCOS Ltd., in this regard shall be final & binding.

20. 0 PAYMENT TERMS

1. The Sequence of Payment shall be as such:
   - **30% mobilization fee as advance is payable after Award of Work and prior to site mobilization against BG**
   - 5**0% of the work value on completion of survey works and submission of drawings and deliverable**
   - 2**0% of the work value on approval of the Final Report by Client.**
2. The bidder should acknowledge that under the current contract WAPCOS is only working as intermediately between the Client and the Bidder. Thus, the Bidder unconditionally acknowledges that the payments under the present contract shall

be made proportionately by WAPCOS only on back to back basis upon invoice, as per the actual work done by the agency, within 21 days subject to the receipt of the payment installments by WAPCOS from respective Client of the Project. Further, Bidder shall unconditionally agree that in the event of payment or part thereof, under the respective project is not received from the Client, then WAPCOS or any of its Employee/Official shall not be responsible to pay any amount to the Bidder. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.

3. The Bidder shall comply with the laws and taxes as applicable
4. 5% variation in quoted price shall be allowed. For, variation in amount more than this, the approval of the competent authority of WAPCOS shall have to be taken.
5. Payment shall be made in USD. Payment shall be made after deductions of applicable taxes, duties etc.
6. All Payments shall be released after receipt of corresponding payment by WAPCOS from the client.
7. The final milestone payment shall be released upon approval of the submitted report by the Client.

21.0 PROGRAMME

The Agency (Successful Bidder) shall furnish full particular of their programme of field/ home office activity proposed for execution of the contract within three days of the issuance of Work Order.

22.0 AGENCY (SUCCESSFUL BIDDER) SUPERINTENDENCE AND OBLIGATIONS

- The bidder shall mobilize the team to the sites within 3 days from issue of Letter of Award of work.
- The successful bidder shall be fully responsible for work carried out during the project and other related studies and this should be complete, adequate and workable.
- The successful bidder shall have to remove all unused materials, debris etc. if any, after conducting sub soil exploration at site at their own cost and risk as per instruction of WAPCOS representative. Otherwise, penalty@1% of agreement amount will be deducted before making final payment to them.
- The successful bidder is liable to WAPCOS as WAPCOS is liable to the CLIENT for carrying out the PROJECT related activities.
- The successful bidder shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.
- The successful bidder shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.
- The team personnel proposed for this project must have desired experience in respective areas of work.
- The successful bidder shall be responsible for the safety of the manpower engaged at site.

22. INSURANCE

The Agency (Successful Bidder) shall insure itself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any

modifications thereof which may be put in force by the government during the continuance of the contract.

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

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

23. NO ESCALATION PAYABLE

No escalation charge or additional amount whatsoever shall be paid to the Agency (Successful Bidder).

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

The Agency (Successful Bidder) shall submit daily progress report to WAPCOS Engineer. The Agency (Successful Bidder) shall equip their site in-charge with mobile phone to facilitate communication and control over work progress.

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

24. SETTLEMENT OF DISPUTES

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

25. FORCE MAJEURE:

The Inspecting Agency & successful Bidder shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure is due to force majored events such as fire, rebellion, mutiny, civil commotion, riot, strike lock out. Force of nature, accident, act of GOD and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such event and give a written notice of 15 days to the other party to this effect. The services covered under this agreement shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

26. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT:

The agreement shall be effective from the date of signing and shall remain in force for a period of 06 months from the effective date.

During the tenure of the agreement, parties hereto can terminate the agreement either for violation of any of the clauses of the agreement or other work by giving fifteen (15) days notice in writing to either party. Failure of either Owner to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that Owner’s right to terminate this agreement.

27. DECLARATION FORM FOR DEBARREDNESS:

The participating bidder should not have been blacklisted by any Government Department/ Organization or any Public Limited Company as on date. A declaration to this effect is to be made by bidder.

28. GENERAL CONDITIONS:

- Proposal Document shall be a self-contained one and no reference to any previous submissions will be permitted.
- All the pages of the Proposal Document shall be signed and numbered serially e.g. page number 15 of the document containing total 50 pages shall be numbered as 15/50.
- If any information in the Proposal is missing or not clearly specified or found ambiguous, it will be assumed that the tenderer is not in a position to supply/share the information and therefore will be evaluated accordingly.
- Proposal Document shall not include any financial conditions and Proposal containing such conditions shall be liable to be rejected.
- Any direct or indirect attempt made to influence WAPCOS in deciding the results of the tender will result in disqualification of the agency.
- Submission of Proposal, by itself, does not guarantee any consideration for appointment of the firm with WAPCOS and the same shall be governed by the qualifying criteria.
- If the firm does not commence the Services within the period specified at the time of agreement or fail to deliver the desired results, WAPCOS may, declare this Agreement to be null and void, with a prior notice of one week and services of the firm will be terminated. In case of unsatisfactory performance, WAPCOS shall have the right to terminate the contract and get the work done from open market at the firm's risk and cost.
- 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 bidders (S) or any obligations to inform the bidder or bidders(S) of the ground of the employer action.
- Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;

iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.

vi. The party may be required to sign an Integrity Pact and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

vii. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.

ix. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.

x. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited

xi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

29. ARBITRATION:

The COMPANY has the right to terminate the contract in case of unsatisfactory performance of work by the Bidder and shall have the right to get the work done from the market at Bidder risk and cost. Also, in case of Arbitration, Disputes shall be settled by arbitration in accordance with the following provisions:

1. **Selection of Arbitrators:** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
   (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either

Party may apply to Government of LESOTHO of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Government of LESOTHO of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Government of LESOTHO

(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Government of LESOTHO of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. **Rules of Procedure:** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. **Substitute Arbitrators:** If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. **Nationality and Qualifications of Arbitrators:** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:
   (a) the country of incorporation of the Consultant or of any of their members or Parties; or
   (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
   (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
   (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. **Miscellaneous:** In any arbitration proceeding hereunder:
   (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Kenya
   (b) the English language shall be the official language for all purposes; and
   (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

SECTION-II
SCOPE OF WORKS

General Scope of Work:

Approximate site area: 5 Hac to 6 Hac

1. Subsurface investigation

- Boreholes/test pits at proposed structure locations (digester, drying beds, treatment units, office block) (Five boreholes are sufficient)
- Soil profiling and classification (bearing strata, soil type, layering)

2. Groundwater investigation

- Determine the groundwater table/depth (explicitly flagged in your checklist as requiring drilling investigation if needed)
- Seasonal groundwater fluctuation assessment, since this affects both foundation design and risk of groundwater contamination from the FSM facility (leachate/seepage risk)

3. Bearing capacity and foundation recommendations

- Standard Penetration Test (SPT) values for foundation design (At 2 m depth) for
- Safe bearing capacity of soil at two places
- Settlement analysis, especially relevant for liquid-retaining structures (drying beds, ponds, tanks)

4. Soil chemical/permeability testing

- Permeability/percolation testing — important for FSM facilities to assess risk of leachate infiltration and to inform lining requirements for ponds/drying beds
- Soil aggressiveness (sulphate content, pH) affecting concrete/foundation design for structures holding sludge/effluent

5. Slope stability (if applicable)

- If the site has any sloping terrain, stability assessment for cut/fill areas

1.0 Time of Delivery

The entire assignment including submission of all deliverables as listed out shall be completed within **20 Days** from the date of issuance of work order.

2.0 Payment Terms

The Sequence of Payment shall be as such:

- **30% mobilization fee as advance is payable against BG after Award of Work and prior to site mobilization**
- 5**0% of the work value on completion of survey works and submission of drawings and deliverable**
- 2**0% of the work value on approval of the Final Report by Client.**

The bidder should acknowledge that under the current contract WAPCOS is only working as intermediately between the Client and the Bidder. Thus, the Bidder unconditionally acknowledges that the payments under the present contract shall be made proportionately by WAPCOS only on back to back basis upon invoice, as per the actual work done by the agency, within 21 days subject to the receipt of the payment installments by WAPCOS from respective Client of the Project. Further, Bidder shall unconditionally agree that in the event

of payment or part thereof, under the respective project is not received from the Client, then WAPCOS or any of its Employee/Official shall not be responsible to pay any amount to the Bidder. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.

- The Bidder shall comply with the laws and taxes as applicable.
- 5% variation in quoted price shall be allowed. For, variation in amount more than this, the approval of the competent authority of WAPCOS shall have to be taken.
- Payment shall be made in USD. Payment shall be made after deductions of applicable taxes, duties etc.
- All Payments shall be released after receipt of corresponding payment by WAPCOS from the client
- The final milestone payment shall be released upon approval of the submitted report by the Client.

3.0 Deliverables

- Geotechnical investigation detailed report with borehole logs, lab test results, and specific foundation design recommendations for each treatment unit type (ponds, digesters, drying beds, admin block, access roads)
- Soil Sampling and Laboratory Test Results
- All relevant **digital survey data, drawings and supporting files** generated during the survey shall be submitted in editable and usable formats.

4.0 Extension of time

The time allowed for execution of the work(s) is 20 (Thirty) days from the date of award of work. Time is essence of the contract in case the work is delayed for justifiable reasons included under force majeure or other such reason beyond the control of the Agency, the Agency will write to WAPCOS, reason for such delay and request for an extension of date of completion without penalty. Such a communication must reach to WAPCOS within seven (7) days of noticing or realizing the reason for delay. Upon receiving the request for extension of time, WAPCOS will examine in detail the reason for delay and the probable extended date as requested for. In case WAPCOS is convinced about the reason, an extension of time shall be granted within seven (7) days of receiving such request to the contractor without any additional claim for negotiating with the delay either to the Agency or to WAPCOS.

5.0 MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT & PERSONNEL

Mobilization of equipment/tools & tackles and personnel at all survey locations including demobilization after completion of all types of field tests as per specifications, drawings and direction of Engineer-in-Charge. No separate payment shall be paid for mobilization & demobilization. Cost for this activity shall be built in quoted rates of different items.

SECTION III
FORMS

LETTER OF TRANSMITTAL
(on Bidder Original Letter Head)

To
Project Office, Lesotho
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100 ,Lesotho
Email: wrd@wapcos.co.in

Name of the work: Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho

NIT No: -

Dear Sir,

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

Yours faithfully,

(Signature, name
and
designation of the
Authorized signatory)

Date:
Place:

Name and seal of Bidder

FORM-A
FINANCIAL INFORMATION

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

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

Years	Gross Annual turnover	Profit/Loss (After Tax)
2023-2024		
2022-2025		
2025-2026		

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

   Unique Document Identification Number (UDIN) ……

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note: (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.
(ii) Yearly financial Turnover and Audited Balance Sheet for Last 3 (Three) years ending on the financial year 2025-2026 duly certified by Chartered Accountant should be attached.

FORM – B
(on Bidder Original Letter Head)

STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED DURING THE LAST 7 YEARS OR PRESENT FINANCIAL YEAR

Name of work	Allotment/ award No & date	Name& address of client who awarded (Including Tele/Fax No.	Contract value in Rs. Original/ revised	Date of award of work	Date of completion original /revised	Actual date of comp	Comp. cost	Type of work	Remarks explaining reasons for delay in work completion if any
1	2	3	4	5	6	7	8	9	10

NOTE:

1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.

2) Certificate from client for the above information should be attached with the offer.

FORM - C STRUCTURE & ORGANISATION
(on Bidder Original Letter Head)

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

Signature of Bidder(s)

FORM-D
[**To be submitted on Bidder's Original Letter Head**]

FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING AGENCY

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

Name of Work:
Ref: Tender No……..Dated……..

To
The Project Manager
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100 ,Lesotho
Email: wrd@wapcos.co.in

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:
Place:

FORM-E

FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

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

a). Topography of the Area.

b). Ground conditions at the site of work.

c). Availability of local labour, both skilled and unskilled and the prevailing labour rates.

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, godown, Engineering yard etc.

g). Climatic conditions

h). Methodology to be adopted for successful completion of work.

i). Working hours and shifts for completing the work as per tender conditions.

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

C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, 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,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place: **Name and seal of Bidder**

FORM-F
FORMAT FOR NO DEVIATION CERTIFICATE
[**To be submitted on Bidder's Original Letter Head**]

To
The Project Manager
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100 ,Lesotho
Email: wrd@wapcos.co.in

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

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

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

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

Yours faithfully,

Date:

Signature, name and designation
of the Authorized signatory)

Place: **Name and seal of Bidder**

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

To
WAPCOS Limited
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram – 122015,
Haryana

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

Dear Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I.**
I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.
I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Encl: INTEGRITY AGREEMENT DULY SIGNED

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

ENCLOSURE-1

INTEGRITY AGREEMENT
[To be submitted on Stamp paper of At least Rs.100 and to be notarized]

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

BETWEEN

WAPCOS Ltd. Here in after referred to as “The Principal” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as “The Bidder/Contractor” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for …… (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply 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:

Section 1 - Commitments of the Principal

Obligations on Principal
The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Contractor(s) /Bidder(s) with

equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) /Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

Obligations on Bidder/ Contractor
To accept and comply 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 Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

(1) It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
(2) The Bidder(s)/Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, 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. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only.

(e) The Bidder(s) / Contractor(s) will, when submitting 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.

(f) The Bidder(s)/Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

(6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.

(7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

Without prejudice to any rights that may be available to the Employer 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)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process

prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMO)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.
(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Section 6: Independent External Monitor / Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, WAPCOS. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, WAPCOS.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, WAPCOS within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, WAPCOS, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, WAPCOS, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, WAPCOS.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

(10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

(11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

(12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issued raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organizations.

(13) Issues like warranty/ guarantee etc. Should be outside the purview of IEMs.

(14) The role of the CVO of the organization shall remain unaffected by the presence of

IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or. an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, WAPCOS.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and 'continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of WAPCOS.
The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(6) 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 Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

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(For & On behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/Contractor) (Office Seal)
Place Date	Place Date
Witness 1: (Name & Address)	Witness 1: (Name & Address)
Witness 2: (Name & Address)	Witness 2: (Name & Address)

FORM-H
TENDER ACCEPTANCE LETTER
[**To be submitted on Bidder's Original Letter Head**]

To
The Project Manager
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100 ,Lesotho
Email: wrd@wapcos.co.in

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No.: _____

Name of Tender:
_____
_____

Dear Sir,

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

Yours faithfully,

(Signature, Name and designation of the
Authorized signatory)

Date:

Place: **Name and seal of**

SECTION IV
FINANCIAL BID

Form of Quotation

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

"Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho"

To
The Project Manager
WAPCOS Limited,
359, Tšehlanyane Street,
Lower Thetsane
P.O. Box 13880
Maseru 100, Lesotho
Email: wrd@wapcos.co.in

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid Drone Survey works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and condition as specified in the document. Total price for carrying out the work, **" Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho"** is, USD_____(Amount in Words and Figures) enclosed as **Annexure-A.**

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

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

Signed this _____day _____2026

Signature and seal of bidder
or Authorized representative
Name of firm :
Address of firm :
Telephone No. :
E-mail :

ANNEXURE– A

PRICE SCHEDULE

“Carrying out Geotech Investigation for Fecal Sludge Management site, Lesotho”

1. MOBILISATION AND SITE ESTABLISHMENT

Item	Description	Qty	Unit	Amount (LSL/Maluti/Rand)
1.1	Mobilisation & demobilisation (rig, plant & crew to Butha Buthe)	1	Sum	
1.2	Site establishment for people and equipment	1	Sum	
	Subtotal 1			

2. Drilling and In-situ Testing

Item	Description	Qty	Unit	Amount (LSL/Maluti/Rand)
2.1	HQ core drilling (Elliot formation), 5 holes × 15 m	75	m	
2.2	Temporary casing	75	m	
2.3	Standard Penetration Test (SPT at 1.5 m interval on soft material, est. 2/hole × 5)	10	ea	
2.4	Shelby tube sampling	4	ea	
2.5	Installation of standpipe piezometers and lockable cap	5	ea	
2.6	Measurement of water levels for a minimum of 14 days	70	ea	
2.7	Core boxes and core separators (approx. 4 m core/box)	20	ea	
2.8	DCP tests	6	ea	
2.9	Interhole moves	5	ea	
2.10	Supply of drilling water	5	ea	
2.11	Percolation test	6	ea	
	Subtotal 2			

3. Trial Pitting & TLB Hire

Item	Description	Qty	Unit	Amount (LSL/Maluti/Rand)
3.1	TLB hire incl. operator & fuel	9	hr	

3.2	Trial pit backfill, reinstatement and compaction	6	ea	
	Subtotal 3			

4. Laboratory Testing

Item	Description	Qty	Unit	Amount (LSL/Maluti/Rand)
4.1	Foundation Indicator Test (classification)	9	ea	
4.2	CBR	6	ea	
4.3	Full chemical suite (EC, pH, water-soluble sulphates, chloride content)	4	ea	
4.4	Permeability (falling/constant head)	4	ea	
4.5	Triaxial tests	3	ea	
4.6	Shear box (direct shear)	3	ea	
4.7	Oedometer	4	ea	
4.8	Point load test on rock	3	ea	
4.9	UCS test on rock	3	ea	
4.10	Proctor (MMDD/OMC), modified	6	ea	
	Subtotal 4			

5. Geotechnical Data Collection, Supervision & Reporting

Item	Description	Qty	Unit	Amount (LSL/Maluti/Rand)
5.1	Geotechnical supervision & logging (engineering geologist)	9	days	
5.2	Comprehensive geotechnical report	1	ea	
5.3	Site security	10	days	
	Subtotal 5			

Summary:

Section	Amount (LSL/Maluti/Rand)
1. Mobilisation and Site Establishment	
2. Drilling and In-situ Testing	
3. Trial Pitting & TLB Hire	
4. Laboratory Testing	
5. Data Collection, Supervision & Reporting	
Subtotal	
Tax (15%)	
QUOTED TOTAL	

Notes to Bidders:

1. The Bidder shall quote unit rates and corresponding amounts for all items listed above.
2. The quoted rates shall include all costs associated with labour, survey equipment, vehicles, fuel, software, data processing, accommodation, communication, transportation, consumables and all other expenses necessary to complete the works.
3. The Bidder shall clearly indicate the applicable VAT/taxes separately.
4. The quantities indicated in the Price Schedule are estimated quantities and may vary depending on the actual survey requirements.
5. Payment shall be based on the actual quantities of work completed and accepted, unless otherwise specified in the Contract.
6. No additional payment shall be made for preparation, processing or submission of the required digital survey data and drawings where these are included in the relevant item.
7. All deliverables shall be submitted in both editable/native formats and PDF format, wherever applicable.
8. The Bidder shall ensure that the quoted rates are Inclusive all levies and taxes which will be paid as applicable and inclusive of all incidental costs required for satisfactory completion of the assignment.

- Do not fill the Summary of Cost (BOQ) at the time of submission of technical bid.

Signature and seal of bidder or Authorized representative

Name of firm :

Address of firm :

Telephone No. :

E-mail :