



**Kolkata Office:**

Jalasampad Bhawan,

10<sup>th</sup> Floor, Salt Lake,

Kolkata – 700091,

E-mail : [kolkata@wapcos.co.in](mailto:kolkata@wapcos.co.in)

Website: [www.wapcos.co.in](http://www.wapcos.co.in)

**NOTICE INVITING TENDER (NIT)**

**WAP/KOL/Torsa/NIT /Geo-Tech/2025-26/646**

**Dated: 09/01/2026**

Notice Inviting Tender for “**Selection of Geo-Technical Investigation agency** for preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal.”

- 1.0 WAPCOS LIMITED, a Government of India Undertaking under the Ministry of Jal Shakti has been awarded the work “for Survey & Investigation and preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal.” by the Executive Engineer, Cooch Behar Irrigation Division, I & W Dept., Government of West Bengal (hereinafter referred to as “Client”). WAPCOS Ltd. intends to select a reputed contractor having the requisite experience in Geo-technical Investigation for exploration of bore holes and conducting In-situ and Laboratory test of similar projects.
- 2.0 Online Bids are hereby invited by **Chief Engineer-II & PM (Kol.), Jalsampad Bhawan, Kolkata-700091** Email- [kolkata@wapcos.co.in](mailto:kolkata@wapcos.co.in) (hereinafter referred to as “Employer”) from reputed and experienced firms/companies/agencies (hereinafter referred to as “Bidder”) for “Geo-Technical Investigation work for preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal.”
- 3.0 Full details, specifications, terms and conditions of work will be available in the Tender Document for above NIT, which can be downloaded from <http://www.gem.gov.in> and WAPCOS Website <http://www.wapcos.co.in>.

***Bidder shall have to strictly follow the NIT conditions laid down in for submitting all appropriate documents as per NIT Eligibility Criteria (Clause no. 16.0, page no. 3) and Bid Evaluation (Chapter II, ITB Clause no. 4.0, page no. 10).***

- 4.0 The Technical Bid and Financial Bid are to be submitted online only.

5.0 The Bids shall be addressed in the following address:

Chief Engineer II & PM (Kol.)  
WAPCOS Limited, Jalsampad Bhawan, 10<sup>th</sup> Floor  
Salt Lake City, Kolkata- 700091  
E-mail: [kolkata@wapcos.co.in](mailto:kolkata@wapcos.co.in)

6.0 For any clarifications on the bid, bidder can email their queries to [kolkata@wapcos.co.in](mailto:kolkata@wapcos.co.in) on any working day 2 days before tender submission date.

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

Cost of preparation of tender inclusive of the process shall have to be borne by the bidder, without any impact of the tender inviting authority even in the event of cancellation of the same

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

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

**10.0 Tender Fee & Earnest Money Deposit:**

Tender Fee (non-refundable) is **Rs. 5,000/- (Rupees Five Thousand only)**. Eligible bidders, who fulfill the eligibility criteria as mentioned in Para 16 of this NIT, shall pay tender fee online as per requirement of the portal – <https://www.gem.gov.in>.

An **EMD** amounting to **Rs. 36,000/- (Rupees Thirty Six Thousand Only)** towards Earnest money deposit along with the tender documents shall have to pay as per requirement of the portal – <https://www.gem.gov.in>.

***Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD & Tender Fee.*** The Bidders, who are exempted to deposit EMD amount due to any exemption granted as per MSME Act, are required to attach scanned copy of self-attested relevant documents/certificates evidencing such exemption granted, along with the Bid document while submitting online and also time of collection /procurement of Bid document. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding.

11.0 The Integrity pact as per Annexure X to be signed by the bidder on bidder's original letter head and followed by agreement on stamp paper as per prescribed format to be signed by the bidder to be submitted with the bid. **Non submission shall cause rejection of the Bid.**

12.0 Special instruction to the bidder along with brief description of work, scope of work, technical specification is enclosed in this document.

13.0 The bidder should have sufficient experience in Geo-technical investigation work in river beds in India.

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

15.0 The Bid submitted by the bidder shall be valid for a period of 120 (One Hundred Twenty) days from the last date of submission of Bid, which if required shall be extended accordingly on mutual consent.

**16.0 ELIGIBILITY CRITERIA**

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

- i. The Bidder should have valid Company Registration Certificate or Trade License, PAN Number, GST Registration Certificate, IT Return for last 7 (Seven) years.
- ii. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- iii. Average Annual turnover of related services during last 3 (three) years (FY'2022-23, 2023-24, 2024-25) ending 31<sup>st</sup> March 2025, should be at least Rs. 9,00,000/- (Rupees Nine Lakh Only). The turnover, profit, net worth certificate must be certified by the statutory auditor of the firm/company and UDIN is to be provided.
- iv. Audited Balance Sheet for last 5 (five) financial years ending 31<sup>st</sup> March 2025 is to be enclosed. Year in which no turnover is shown would also be considered for working out the average.
- v. 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 31<sup>st</sup> March 2025.
- vi. **The financial details as stated in (iii) and (v) above are to be duly certified by the Chartered Accountant as per Annexure II. The certificate must have a Unique Document Identification Number (UDIN).**
- vii. The contractor should submit bank solvency certificate from any Nationalized/Scheduled bank amounting to Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand only) after the date of publication of tender document and be addressed to the tendering authority quoting the name of the work in this NIT.
- viii. The bidder should have sufficient experiences in successful completion of detailed geotechnical investigation in river bed, field and laboratory sand & soil testing work in India within last 7 years under Central and State Govt. Organizations and PSUs. A certificate from the executing authority/ client is to be produced in support of the above criteria.
- ix. The contractor must own at least 2 (Two) boring rigs and have a Standard Soil Testing laboratory setup. Document of list of Laboratory equipment with calibration certificate and ownership certificate of boring rigs are to be provided at the time of tendering. The bidder may preferably set up a soil testing laboratory in North Bengal or have an arrangement in place to effectively use any existing reputed soil testing laboratory in North Bengal. In case of arrangement, a MoU has to be submitted with tender.
- x. The bidder must have successfully executed/completed similar services as mentioned above in sl. no. (vii) over the last 7 years.

- Three similar projects, costing not less than Rs. 7,20,000/-  
**OR**
- Two similar projects, costing not less than Rs. 9,00,000/-  
**OR**
- One similar project, costing not less than to Rs. 14,40,000/-

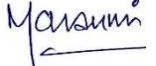
- xi. The participating bidder should not have been blacklisted during last five (5) years by any Government Department/ Organization or any Public Limited Company as on date. **A declaration to this effect is to be made by bidder as per ANNEXURE - IX.**
- xii. The Integrity pact as per Annexure X to be signed by the bidder as per prescribed format with stamp paper and to be submitted with the bid.

**17.0 Time of Completion:**

The time of completion for the entire work is 2 (Two) months from the date of work order.

**18.0 Date& Time Schedule:-**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1.	Last date & time of procurement /download of Tender document	<b>30.01.2026 (upto 16:00 hrs.)</b>
2.	Last date & time for online submission of Technical & Financial Bid	<b>30.01.2026 (upto 16:00 hrs.)</b>
3.	Online opening of Technical Bid	<b>30.01.2026 (upto 16:30 hrs.)</b>
5.	Financial Bid Opening Date	Will be intimated to the Technically Qualified Bidders

  
**Chief Engineer-II & PM (Kolkata)**  
**WAPCOS Limited**

Copy forwarded for kind information and wide circulation to:

- i. **Chief Engineer - I (INFS III), WAPCOS Limited, Gurgaon Office.**
- ii. **Notice Board Kolkata Office WAPCOS Limited.**

## **CHAPTER I**

### **GENERAL SCOPE OF WORK OF SUCCESSFUL BIDDER**

#### **1.1 BACKGROUND OF THE PROJECT:**

Executive Engineer, Cooch Behar Irrigation Division, I & W Dept., Government of West Bengal has awarded the work for Survey & Investigation and preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal to WAPCOS Limited. In this regard, a Geotechnical Investigation in the bed & bank of rivers are to be conducted.

Through this NIT WAPCOS Limited is here by inviting bids from reputed and experienced firms/companies/agencies (hereinafter referred to as "Bidder") for 'Geo-Technical Investigation work for exploration of bore holes and conducting In-situ and Laboratory tests in river bed and bank of rivers.'

**Locations of Proposed Schemes:** The final location of bore hole shall be provided to successful bidder on award of work.

#### **1.2 BROAD SCOPE OF WORK SHALL BE, BUT NOT LIMITED TO:**

The work shall be carried out as per the Technical Specifications and General Guidelines of I & W Dte./CWC/Brahmaputra Board. This specification covers complete soil exploration work including carrying out field tests and laboratory tests to evaluate soil parameters and preparation of detailed geotechnical investigation report including the recommendation conforming to the relevant BIS Codes/Guidelines regarding the following main items-

- A. The work shall include mobilization, demobilization and shifting from one site to another of all necessary equipment, providing necessary engineering supervision and technical personnel, skilled and unskilled labors, arranging water, electricity and other necessary items for drilling etc. as required to carry out the entire field work inclusive of collection ,storage & preservation of disturbed & undisturbed soil samples, recording of field data in bore hole log as well as laboratory investigation, analysis and interpretation of test data collected and preparation of geo-technical reports.
- B. All the field data shall be recorded in the preformat recommended in Indian Standard Codes and the field records shall be countersigned by the engineer-in-charge. The contractor shall submit two copies of the field bore-logs to the engineer-in-charge soon after the completion of each bore hole. All the investigations are to be carried out by the contractor as per the priority requirements of the engineer in-charge.
- C. Mobilization of all equipment & implements should be done with in 7 (Seven) days of issuing Work order to the successful bidder, who becomes contractor on receipt of work order.
- D. The depth of Boreholes shall generally be about 10m-12 m below river bed, unless instructed

otherwise. In case the Boreholes encounter rocks before that, the BH should be extended about 1 m into rock strata.

- E. Casing pipe shall be used in the borehole to support its sides when side fall is suspected to occur inside the borehole. When casing pipe is used, it shall be ensured that its bottom end is at all times 15 cm above the bottom of the bore hole. In case of cohesion less soils the advancement of the casing pipe shall be such that it does not disturb the soil to be tested or sampled. The casing shall be advanced by slowly turning the casing pipe and not by driving
- F. After drilling is completed cores should be preserved in wooden boxes in rows. 'Gutka' are to be kept between each run and depth must be mentioned in each 'Gutka'. Arrow marking from top towards bottom should be provided in each core. In nil recovery zone, sludge obtained along with return water should be kept in Polythene bag mentioning the run. Driller should write project name, borehole locations, borehole number and depth of the holes on top of box. Driller register should be properly maintained following change in colour of the return water, any abnormality during drilling (e.g. caving, sudden penetration of drill rod for considerable depth etc.) must be noted by the driller and mentioned in remarks column. The following BIS codes are to be followed:

- IS 8826 – 1978 (2002)
- IS 10135 – 1985 (2002)
- IS 8237 – 1985
- IS 1498 - 1970

- G. Whenever the contractor is unable to extract undisturbed samples he should immediately inform the engineer-in-charge of WAPCOS . In such a case payment for boring charges shall be subject to the engineer-in-charge of WAPCOS being satisfied that adequate effort has been made to extract undisturbed samples.
- H. All the laboratory test data shall be recorded in the proforma recommended in the Indian Standard Codes and a copy of these shall be sent to the engineer-in-charge of WAPCOS every week during the progress of laboratory testing. Whenever desired during the progress of work the engineer-in-charge of WAPCOS may be present at the laboratory where the contractor is arranging for performance of the laboratory tests.
- I. The bore hole shall be cleaned using suitable tools up to the depth of testing or sampling ensuring that there is minimum disturbance of soil at the bottom of the bore hole. The process of jetting through an open tube sampler shall not be permitted. In cohesive soils, the borehole may be cleaned using a bailer with a flap valve. Gentle circulation of drilling fluid shall be done when rotary mud circulation boring is adopted.
- J. On completion of the borehole over banks, the portion drilled in soil shall be backfilled with Cement Mortar (Cement : Course Sand = 1:6) unless otherwise directed by the engineer-in charge of WAPCOS.
- K. The contractor shall submit detailed geo-technical report after incorporating the comments (if any) on the draft report.
- L. Furnish progressively and periodically field bore logs, investigation observations, test results with relevant data and features in triplicate.

- M. Prepare and submit draft (in duplicate) and final (after incorporating comments, if any) sub soil investigation report as per specification, schedule of items and instructions of the owner/his engineer.
- N. 6 Hard Copies & 1 CD of Soft Copy of Final Report have to be submitted at WAPCOS Kolkata office using the approved formats and software versions, as the case may be.
- O. The entire (field as well as laboratory) investigation work shall be supervised by a qualified Civil Engineer with at least 7 years of experience in respective areas of geo-technical investigation work. A geologist shall also be deputed, on as and when necessary basis during investigation to ascertain clay mineralogy, type of Sediments etc. undertaken. The scheduling of laboratory tests, analysis and interpretation of test results, drafting of report and recommendations shall be carried out by an expert having Post Graduate qualification in Geo-technical engineering with at least 7 years of relative experience.
- P. WAPCOS may advice sending additional samples to have separate tests/study conducted independently, if necessary.

**Test To Be Conducted and Furnished In Investigation Report:**

Soil Investigation and analysis shall be carried out with particular focus on

- Engineering Properties (Grain Size analysis, Atterberg limits , settlement analysis, slip circle analysis, and critical Shear Stress, erodibility coefficient etc. in particular) of Bank /Bed soil where protection measures are recommended.
- Engineering Properties (Grain Size analysis etc.) of accumulated sediments.
- Laboratory Tests for soil (clay, silt, sand, mixed soil, stiff clay etc. except rock) shall consist but not be limited to:
  - Conducting standard penetration tests (SPT) /CPT/CPTu, Vane Shear Test during boring
  - Soil Classification tests (Sieve Analyses) including Silt Factor
  - Natural moisture content, Dry and Saturated Density test
  - Atterberg Limit of consistency , Porosity
  - Triaxial tests /Direct shear test as applicable with suitable drainage condition.
  - Consolidation tests.
  - Permeability test, if necessary.
  - Any other test, if required, as a special case.
- For Silt/sediment analysis
  - Liquid Limit as per IS 2720 (Part-IV)
  - Plastic limit as per IS 2720 (Part-IV)
  - Grain size analysis by sieving as per IS 2720 (Part-IV) including Silt Factor/hydrometer Analysis
  - Permeability test, if necessary.
  - Any other test, if required, as a special case.

### 1.3 SCHEDULE OF SUBMITTALS

Submittals	Time Period
Soil Sample & Geo-technical Investigation Data	Within 3 days after completing Geo-technical Investigation of a particular Site.
Draft Report (1 Soft Copy & 1 Hard Copy)	Within 7 days of completing Geo-technical Investigation of a particular Site.
Final Report (1-Soft Copy & 6-Hard Copies)	Within 5 days of receiving comments or approval on Draft Report from WAPCOS.

### 1.4 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Sl. No.	Designation of Key Personnel	Nos.	Educational Qualification	Professional Experience
1	Team Leader cum Geotechnical Expert	1	ME / M.Tech (Soil/Geotechnical/ Foundation Engineering)	10 Years' experience in the relevant field
2	Site Engineers	1	BE / B.tech - Civil,	5 Years' experience in the relevant field
3	Site Supervisors	2	Diploma (Civil)	5 Years' experience in the relevant field

The Key Expert shall have to remain present at site to receive instruction and shall be the point of communication on behalf of the contractor. Other non-key experts and technicians shall have to be deployed in commensurate with progress of work at site duly to ensure the stipulated time of completion.

### 1.5 TIME FRAME

Sl. No.	Milestone	Time frame
1.	Complete Mobilization of manpower & Machineries	Within <b>7 days</b> from issue of Work Order
2.	Submission of Final Geo-technical Investigation Reports (Note.: Contractor should have to prepare individual reports for each site and Draft report is to be submitted within 7 days of completing Geo- technical Investigation of a particular Site. The entire investigations and report preparation work for all the site should be completed within 2 months of issuing Work Order.)	<b>2 months</b> from Issue of Work Order

### 1.6 EXTENSION OF TIME

The time allowed for execution of the work(s) is 2 (Two) months from the date of signing of Agreement of pre-consolidation work. Time is the essence of contract in case the work is delayed for justifiable reasons included under force majeure or other such reason beyond the control of the Contractor, the Contractor will write to WAPCOS, reason for such delay and request for an extension of time of completion. 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 may be granted within fifteen (15 days of receiving such request to the contractor without any additional claim for negotiating with the delay either to the Contractor or to WAPCOS.

## **CHAPTER II**

### **INSTRUCTIONS TO THE BIDDERES**

#### **1. BIDDING DOCUMENT**

The bidder is expected to examine all the following documents prior to preparation and submission of bid.

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.

Failure to comply with the requirements of bid submission will be at bidders risk and shall be considered as non-responsive.

#### **2. FINANCIAL BID**

BOQ to be submitted online only. The bidder shall fill in rates and prices in INR for all the items of the schedule of works.

**Note:**

1. The rates should be inclusive of all taxes & duties as applicable including incidentals thereof.
2. The rate shall be firm and no variation shall be allowed on any account whatsoever.
3. Income tax and levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of India or any subdivision thereof or any tax authority therein upon the contractor {Successful bidder becomes contractor to whom the work is awarded by WAPCOS} and his staff, shall be paid and/ or borne by the contractor and WAPCOS shall perform duty of deduction from contractor's payments whenever required by law..
4. Conditional bid shall be summarily rejected.
5. All rates are to be quoted in the Financial Bid only and not in Technical Bid.

#### **3. BID VALIDITY**

The offer(s) submitted by the bidder shall be valid for a period of 120 (One Hundred and Twenty) days from the date of opening of the bid, which can be extended further on mutual consent.

#### 4. BID EVALUATION

Sl. No.	Evaluation Criteria	Detail ed Score	Maximum Score
1	<b>Specific Experience of consultant related to the present assignment</b>		<b>30</b>
	Detailed Geo-Technical investigation project in India within last 7 years (Project wise details to be furnished in the prescribed format in <b>Annexure-VII</b> )		
	At least 3 nos. of Project (Compulsory)	18	
	More than 3 nos. of Project (4 marks for each additional projects)	12	
2	<b>Approach Methodology &amp; Work Plan</b>		<b>10</b>
	Approach Methodology	5	
	Work Plan	5	
3	<b>Established Laboratory and Office (Compulsory)</b>		<b>10</b>
	Established Soil Testing Laboratory with NABL Accreditation and office with proof of calibration Certificate	10	
3	<b>Equipment (Boring rigs) with ownership details</b>		<b>15</b>
	2 nos. of boring rigs	10	
	More than 2 nos. (1 marks for each additional boring rigs)	5	
4	<b>Technical Manpower</b>		<b>10</b>
	Mandatory as per clause 1.4 (page 8)	10	
5	<b>Average Annual Turn Over (Details in Annexure II)</b>		<b>10</b>
	9 Lakh to 1 Crore in last three years	7	
	More than 1 Crore in last three years	3	
6	<b>Years in Business in relevant field</b>		<b>15</b>
	7 years to 15 years	10	
	More than 15 years	5	
<b>Total Score</b>			<b>100</b>

The eligibility criteria will be first evaluated as defined in NIT for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. **The bidders securing minimum 70% marks in technical evaluation shall be considered for opening of financial proposals.**

#### 5. BID OPENING

The technical bids will be opened as per clause 18 at page 4 of the NIT. 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.

## **6. AWARD OF WORK**

The work (contract) will be awarded to the bidder whose bid has been determined to be technically qualified and who has offered lowest evaluated bid price, subject to observation to the conditions laid down in the NIT.

## **7. PERFORMANCE SECURITY**

The Bidders, whose tender is accepted, shall have to furnish performance guarantee of 3% (Three Percent) of the Contract amount. This guarantee shall either be in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from a nationalized/ scheduled bank drawn in favour of WAPCOS Ltd. payable at Gurugram. The amount shall be returned after successful completion of the assigned Work.

## **8. SECURITY DEPOSIT**

2.5% of each interim payment as Security Deposit (SD) will be deducted from each running a/c bill/invoiced. SD shall be released after one month of successful completion of the assigned work as certified by Client.

## **9. LIQUIDATED DAMAGES (LD)**

Time is the essence of contract. Liquidated damages shall be levied against the contractor 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, which shall be recovered from the Security Deposit/ any payment due to Firm. The decision of Project In charge, WAPCOS Ltd., in this regard shall be final & binding.

## **10. PAYMENT TERMS**

Sequence of Payment:

- 40% of the work value on submission of the Draft geo technical investigation Report.
- 40% of the work value on approval of the Draft Report and submission of final report.
- 20% of the work value on approval of the Final Report of WAPCOS by Client

2. The bidder has to acknowledges that under the current contract WAPCOS is only working as intermediately between the Client for the instant case it is I & W Dte., Govt. of W.B. and the Bidder. Thus, the Contractor 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 contractor, within 21 days subject to the receipt of the payment installments by WAPCOS from respective Client of the Project. Further, Contractor 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 Bidder. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.

3. The Contractor shall comply with the laws and taxes as applicable.
4. In case of variation in amount above accept order & above the amount put to tender if any, the approval of the competent authority of WAPCOS shall have to be taken before execution and further payment.
5. Payment shall be made in INR. 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.

## **11. PROGRAMME**

The Contractor (Successful Bidder) shall furnish full particular of his programme of field/ home office activity proposed for execution of the contract within seven days of the issuance of Work Order. Programme should cover intermittent milestones.

## **12. CONTRACTOR'S (SUCCESSFUL BIDDER) SUPERINTENDENCE AND OBLIGATIONS**

- The contractor shall mobilize the team to the sites within 7 days from issue of Letter of Award of work.
- The contractor shall be fully responsible for work carried out during the project and other related studies and this should be complete, adequate and workable.
- The contractor 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 contractor is liable to WAPCOS as WAPCOS is liable to the CLIENT for carrying out the PROJECT related activities.
- The contractor 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 contractor shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for

termination forthwith without assigning any reason thereafter.

- The team personnel proposed for this project must have desired experience in respective areas of work.
- The contractor shall be responsible for the safety of the manpower engaged at site

### **13. INSURANCE**

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

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

The Contractor (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 favourable than those required by law.

### **14. NO ESCALATION PAYABLE**

No escalation charge or additional amount whatsoever shall be paid to the Consultant.

In case, any delay occurs due to local hindrance the Contractor (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 Contractor (Successful Bidder) shall submit daily progress report to WAPCOS Engineer. The Contractor (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.

### **15. SETTLEMENT OF DISPUTES**

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

- 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).

- In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, and 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.
- 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).
- It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/ Sub-Consultant Sub-Contractor and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract Agreement Work Order/ Arrangement between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/ Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- 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.
- 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.

## **16. FORCE MAJEURE:**

The Inspecting Contractor & 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.

## **17. 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 02 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.

## **18. DECLARATION FORM FOR DEBARREDNESS:**

The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Project Manager, Kolkata (tender inviting authority) in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at **Annexure - IX**. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work.

## **1. ADDITIONAL CLAUSE**

### **1. PREFERENCE TO MAKE IN INDIA**

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

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

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- "Bidder "(including the term 'Tenderer', 'Consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any contractor branch or office controlled by such person, participating in a procurement process.

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

**Explanation-**

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty- five percent. Of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical capital or profit of such association or body of individuals;
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- The successful bidder shall not be allowed to sub-contract works to any contractor from country which shares a land border with India unless such contractor is registered with the Competent Authority.

## **19. 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 contractor.
- 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.

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

### **SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL**

- 1. THE SELLERS/ CONTRACTOR SHALL FOLLOW THE LINK FOR READING THE TRAINING MODULE FOR GEM PARTICIPATION AS FOLLOWS**

<b>Sl. No.</b>	<b>Module</b>	<b>Link for Training Module</b>
1	Introduction to Seller/ Service Provider Functionality	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b>  <a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerRegistration-Using-PAN-v1-1652261232.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerRegistration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b>  <a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerRegistration-Using-Adhaar-v1-1652261280.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerRegistration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updating (Seller/Service Provider)	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerProfile-Updation-Approved-07th-Feb-2022- 1657021156.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerProfile-Updation-Approved-07th-Feb-2022- 1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SecondaryUser-Creation-Seller-v2-1652261408.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SecondaryUser-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard Seller/Service Provider	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerDashboard-v2-1652261449.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/SellerDashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/VendorAssessment-Approved-16th-Feb-2022- 1657021088.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/VendorAssessment-Approved-16th-Feb-2022- 1657021088.pdf</a>
7	Bid Participation Services	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/BidParticipation-Services-v2-1652262839.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/BidParticipation-Services-v2-1652262839.pdf</a>
8	Earnest Money Deposit (EMD) Process (if applicable)	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/EMDRequirements-Seller-v1-1652262911.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/EMDRequirements-Seller-v1-1652262911.pdf</a>
9	Bill of Quantities [BoQ] – Seller	<a href="https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Item-WiseBOQ-seller-v2-1652262676.pdf">https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Item-WiseBOQ-seller-v2-1652262676.pdf</a>

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

More information useful for submitting online bids on the GEM Portal may be obtained at: <https://www.gem.gov.in>.

## **2. ASSISTANCE TO BIDDERS**

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.
- iii) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436 (9:00 am - 10:00 pm Mon to Sat) Mail: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)
- iv) Helpdesk Outbound No's: 07556681401, 07556685120, 01169095625

## **3. BID SUBMISSION**

The entire bid-submission would be online process through ETS. Broad outline of submissions are as follows:

- Technical Bid (Online and offline)
- Financial Bid (Online)

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

The Bidder shall submit following document offline in separate sealed envelopes also.

- Technical Qualification Documents in original as mentioned in "Section-II - Selection and Qualifying Criteria"
- Tender Document fee in the form of Demand Draft and Bid security as per mentioned in NIT

## **5. MINIMUM REQUIREMENTS AT BIDDER'S END**

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

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

\*\*\*\*

**ANNEXURE - I**  
**FORM FOR QUOTATION**

**To,**  
**The Chief Engineer-II & PM (Kol.)**  
**WAPCOS Ltd,**  
10<sup>th</sup> Floor, Jalasampad Bhawan  
Salt Lake City, Kolkata  
Pin - 700091

**Subject:** - Selection of Geo-Technical Investigation Agency for preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal.”

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

This price will remain valid for 120 (One Hundred and Twenty) 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 the undersigned understand that you are not bound to accept the lowest or any quotation you may receive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature and seal of bidder or authorized representative

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

## ANNEXURE - II

### AVERAGE ANNUAL TURNOVER OF THE BIDDER FOR THE LAST 3 FINANCIAL YEARS

*Financial Information (to be submitted in original letter head of bidder or original letterhead of Chartered Accountant)*

Sl. No.	Year	Annual Turnover (Rs in lakh)
1	2024-25	
2	2023-24	
3	2022-23	
	<b>Average</b>	

**Supporting documents to be enclosed.**

**Certification of the Chartered Accountant)**

**(Signature of the Bidder with seal)**

**UDIN: .....**

.....

**ANNEXURE - III**

**UNDERSTANDING OF THE TOR AND METHODOLOGY TO BE ADOPTED BY BIDDER ALONG WITH  
WORK PROGRAMME & MANNING SCHEDULE**

## **ANNEXURE – IV**

PAGE    OF

## **ANNEXURE-V**

### **FORMAT OF CURRICULUMVITAE FOR THE PROPOSED TEAM MEMBERS OF CONSULTANT'S TEAM**

- 1. Name:-**
- 2. Profession/Present Designation:-**
- 3 Date of Birth:-**
- 4. Years with firm/Organization**
- 5. Area of Specialization:-**
- 6. Proposed Position of Team:-**
- 7. Key Qualification:-**

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member of relevant previous assignment and give dates and locations)

- 8. Education:-**

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/ colleges etc. Date attended and degrees obtained.)

- 9. Experience:-**

(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also gives type so far activities perform and client references, where appropriate.

- 10. Languages known:-**

(Indicate proficiency in speaking, reading and writing of each language by "Excellent", "Good" or "Poor").

**Signature of Staff Member Date:-.....**

**(Page Limit for CV is 5 pages)**

**ANNEXURE- VI**

**LIST OF SOIL PARAMETER TESTING LAB & FIELD EQUIPMENTS AVAILABLE WITH THE FIRM WITH  
CALIBRATATION CIRTIFICATE AND PROOF OF OWNERSHIP**

**ANNEXURE - VII**  
**SIMILAR WORKS EXECUTED DURING LAST 7 YEARS / WORKS IN HAND**

PAGE \_\_\_\_ OF \_\_\_\_

**All the works are to be supported by necessary work order along with completion certificates**

## **ANNEXURE - VIII**

### **SELF-DECLARATION**

I, \_\_\_\_\_ Son of \_\_\_\_\_, age \_\_\_\_\_ years, resident of \_\_\_\_\_. in the District of \_\_\_\_\_ of the State of \_\_\_\_\_, do hereby declare that the information given above and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein. I am well aware of the fact that if the information given by me is proved false / not true at any point of time. I will have to face punishment as per any provision of Law for the time being in force as well as the benefit availed by me or the benefit accrued to me shall be summarily cancelled.

**(Signature of Applicant)**

**Date:**

**Place:**

## ANNEXURE - IX

### UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT

**Name of Work:**

**Ref.:** Tender No. ..... dated .....

**To,**  
**The Chief Engineer-II & PM (Kol.),**  
**WAPCOS Limited,**  
**10<sup>th</sup> Floor, Jalasampad Bhawan,**  
**Salt Lake City,**  
**Kolkata - 7000911**

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted/ de-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other contractor for which we have executed/ Undertaken the works/services during the last 5 years.

**Name and Address of the Firm:**

---

**Authorized Signatory:**

---

**Seal of the Company:**

---

**Date:**

---

## ANNEXURE - X

### FORMAT FOR INTEGRITY PACT

[To be submitted on Bidder's **Original** Letter Head along with Technical Bid along with Annexure-II]

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

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

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

#### **Annexure-II**

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that

I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

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

**FORMAT FOR INTEGRITY PACT**

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)  
through ..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

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

**Preamble**

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

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

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

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

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

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

the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

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

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ 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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents,

brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

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

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

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

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

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

#### **Article 6- Duration of the Pact**

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

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

#### **Article 7- Other Provisions**

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

by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

**WITNESSES:**

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated :

**Annexure - XI**

**PBG**

**WAPCOS Limited,  
76-C, Sector 18,  
Gurgaon-122015.**

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

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

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

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

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

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

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

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without any 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
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (indicate a date twelve months after validity of guarantee).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

**ANNEXURE - XII**

**BOQ FORMAT**

<b>Tender Inviting Authority: WAPCOS LIMITED</b>						
<b>Name of Work:</b> Geo-Technical Investigation for preparation of DPR for Integrated flood and erosion Management of River Torsa and its tributaries in district Alipurduar and Cooch Behar under Brahmaputra Basin within West Bengal."						
<b>Contract No:</b>						
<b>Name of the Bidder/ Bidding Firm / Company:</b>						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.						

-	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>BASIC RATE In Figures To be entered by the Bidder Rs.</b>	<b>TOTAL AMOUNT Rs.</b>	<b>TOTAL AMOUNT In Words (INR)</b>
1	2	3	4	5	6=3 x 5	7
<b>1</b>	<b>Mobilization Charges</b>					
1.1	Mobilization Charges of all tools and plants along with accessories, material, labour, engineer etc. at site of work required in connection with boring and testing work, including setting up boring rigs and shifting to different Bore-hole points etc. and also including withdrawal of same from the site after completion of work, complete as per direction of Engineer-in-Charge.	1	LS			

-	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT Rs.	TOTAL AMOUNT In Words (INR)
1	2	3	4	5	6=3 x 5	7
2.	<b>Making Bore-Holes of 150mm to 250mm dia. by any standard method to any depth below ground level / bed level in all kinds of soil like clay, silt, sand, stiff clay, mixed soils etc. (including collecting Disturbed &amp; Un disturbed soil samples, sending to laboratory, preparation and submission of bore-log as per IRC : 75 and 78 and Clause 2400 of Specifications for Road &amp; Bridge Works (5<sup>th</sup> Revision), Published by IRC, and also including hire charges of tools and plants complete as per the direction of Engineer- in-Charge.</b>					
2.1	On rocky strata (N>100) (upto 1 mtr.in rock in each BH)	40	Mtr.			
2.2	On Soil strata in river bed	300	Mtr.			
3	<b>Making Test Pit of Max plan area 2m x 1.5m and depth upto 2 m with requisite slope and collection of disturbed soil /sediment sample for laboratory analysis</b>	300	Nos.			
4	<b>Conducting Laboratory Investigation/ Test of Soil Samples conforming relevant IS code for determination of the following</b>					
4.1	Permeability test (in Soil)					
4.1 A	In -situ		Nos.	-	(Rate only)	

-	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT Rs.	TOTAL AMOUNT In Words (INR)
1	2	3	4	5	6=3 x 5	7
4.1 B	Laboratory		Nos.	-	(Rate only)	
4.2	SPT	120	Nos			
4.3	Vane shear Test	40	Nos			
5	<b>Conducting Laboratory Investigation/Test of Soil Samples conforming relevant IS code for determination of the following</b>					
5.1	Determination of OMC and MDD of borrowed soil	20	Nos			
5.2	Atterberg Limit as per IS 2720 (Part-IV)	40	Nos			
5.3	Grain size analysis for bed as well as bank samples by sieving/hydrometer based on soil condition (D16, D50, D84 minimum to be prepared)	80	Nos			
5.4	Natural Moisture Content as per IS 2720 (Part-II)	80	Nos			
5.5	Specific Gravity as per IS 2720 (Part-III), Bulk density, Dry density, Porosity	80	Nos			
5.6	Consolidation Test	40	Nos			
5.7	Triaxial Shear / Direct shear test for determination of shear parameter with required drainage condition.	60	Nos			
5.8	Cone Penetration Test (CPC/CPTu)		Nos.	-	(Rate only)	
6	<b>Preparation of a comprehensive Report duly compiling all location where investigation has been carried out with specific details/</b>	1	No.			

-	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT Rs.	TOTAL AMOUNT In Words (INR)
1	2	3	4	5	6=3 x 5	7
	recommendation on (i) Stratigraphic log, (ii) Engineering Properties of soil (iii) Allowable/Safe Bearing Pressure, Settlement estimates, scour depth estimates & filter/ riprap sizing with layer details (iv) Recommendation on critical shear stress based on Shields parameter & Erodibility coefficient based on engineering properties of soil (with sample calculation)					
<b>Sub-Total (1 to 6) (Rs.)</b>						
<b>GST</b>						
<b>Total Amount: (Rs.)</b>						
<b>In Words</b>						

**Note:**

1. The Mobilization Charges shall be given, if required, on submission of equal amount of Bank Guarantee issued from any Scheduled/Nationalized Bank. The furnished BG shall be valid for the full contract period.
2. The quantities mentioned above may vary depending on site condition etc.
3. The boring location shall be provided to the successful bidder after awarded of work. All work shall be done under the direction of Engineer in charge at site.
4. Trial pits shall be required in the river bed ad joint bank for selected location.
5. Payment shall be made as per actual work conducted.
6. The rate shall be inclusive all taxes but excluding GST.
7. Total Amount shall be including GST.

**(Authorized Sign & Seal of Bidder)**  
**Date:**