

TENDER DOCUMENT

FOR

**Carrying out Geo-Technical Investigations in the vicinity of
Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar
Islands, Andaman and Nicobar Islands**

Tender No.WAP/CH/PHIW/Campbell Bay- Geotechnical/2023/4



वाष्कोस लिमिटेड
WAPCOS LIMITED

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

Project Manager (PH&IW), WAPCOS Ltd.
1st Floor, No.990, 50th Street, TVS Colony,
Anna Nagar West Extension, Chennai – 600101
Telephone: 044-26540477 / 26541375,
Email: chennai@wapcos.co.in

SECTION – I

NOTICE INVITING TENDER

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

NOTICE INVITING TENDER (NIT)

WAPCOS LIMITED invites online tender on a short term basis on Least Cost Based Selection Mode (LCBS) from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document for the work as per the following details:

The tenders shall be available in website www.wapcos.co.in, GeM Portal (<https://gem.gov.in>) on dates as mentioned below. **Bids to this tender will be accepted only through ONLINE mode through the website GeM Portal No other mode of bid will be considered and accepted.**

Tender No	WAP/CH/PHIW/Campbell Bay-Geotech/2023/2
Tender Invitation date	11.12.2023
Name of Work	Carrying out Geo-Technical Investigations of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands.”
Location	Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands
Estimated Cost of Project	Rs.20,00,000 + GST (Rupees Twenty Lakhs Only + GST)
Employer	WAPCOS LIMITED
Owner/Client	Central Public Works Department (CPWD), Port Blair

<p>Eligibility Criteria</p>	<ul style="list-style-type: none"> i) The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm/ Partnership Firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India. ii) The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate. iii) The Average annual financial turnover should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant doing Statutory Audit. Audited Balance Sheet for 5 (five) years ending financial year 2021-22 are to be enclosed. The turnover certificate shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN. iv) 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 Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy The format of undertaking is provided at Annexure- VIII. 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. Further, the bidder must not have been blacklisted/ de- registered/ debarred by any government department/ public Sector undertaking/ private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last 5 years. 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 on the financial year 2021-22. <p>(a) The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited.</p>
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	<p>One similar completed work costing not less than 80% of the estimated cost of work</p> <p style="text-align: center;">or</p> <p>Two similar completed work costing not less than 50% of the estimated cost of work</p> <p style="text-align: center;">or</p> <p>Three similar completed work costing not less than 40% of the estimated cost of work</p> <p>Similar works means Carrying out Geo-Technical Investigations in Sea / River / Backwater etc.,</p> <p>(b) The bidder should have completed atleast one similar work in Geo-Technical Investigations in India for Central Government/ State Government/ Central Government or State Government Public Sector Undertaking in past 7 years. Necessary completion certificate/along with work order from the executing authority/client is to be produced in support of the above criteria.</p> <p>vi) A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank.</p> <p>Notes:</p> <ul style="list-style-type: none"> • The past experience in similar nature of work should be supported by certificates issued by the client's organization. The bidder's shall submit Completion Certificate(s)/ LOI(s)/ Work Order(s) from respective Owner(s)/ Client(s). The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. • The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders. • The value of the work given in NIT is without GST / Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes.
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Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

	<ul style="list-style-type: none"> • For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done. • List of equipment available along with their specification and present deployment and make, available with the bidder should submit proof of owning them equipment's, which are proposed to deployed for this work • Detailed methodology along with equipment (including their specifications) proposed for this project. The bidder is required to submit the names and bio-data of all the experienced technical personnel proposed to be deployed for the work together with the estimated man-month effort expected to be contributed by each person. Minimum of 3 Nos of manpower should be deployed at Site. • Manpower: Minimum of one engineer with BE / B.Tech (Civil Engineering/ Geo-Technical) with minimum 10 years' experience in the field of Geo-Technical Investigation in Marine / Backwater / Rivers etc.,.
Joint Venture	Joint Ventures of bidders is not allowed.
Tender processing fee	<p><i>Rs.1,500/- (Rupees One Thousand and Five Hundred Only)</i> as Tender processing fees in the form of Demand Draft from a Scheduled Commercial Bank/ Nationalised Bank in favour of WAPCOS LIMITED payable at Chennai, Tamil Nadu.</p> <p><i>Note: The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of Tender processing fee of WAPCOS.</i></p>

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

Earnest Money Deposit (EMD) / Bid Security	<p>Bidders shall submit a 'Bid Security' of Rs.40,000/- (Rupees Forty Thousand Only) in form of Demand Draft from a Scheduled Commercial Bank/ Nationalised Bank in favour of WAPCOS LIMITED payable at Chennai, Tamil Nadu.</p> <p><i>Note: The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of EMD/Bid Security of WAPCOS.</i></p>
Solvency Certificate	<p>A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per Annexure – XIV:</p> <p>Note:</p> <ul style="list-style-type: none"> • Certificate should be strictly as per the format provided in Annexure – XIV • Certificate must have been issued after the publishing of original NIT and be addressed to tendering authority quoting the name of the work.
Offer Validity	90 days from the last date of submission of Bid
Time for Completion of Work	75 days from the Date of Award of Work
Date of start of work	Within 7 days of issuance of LoA
Site Visit	Site visit is not mandatory. However, for actual understanding of site conditions and working season, bidders are advised to conduct visit or gather information about the project area. In no case, extension of time for completion of services shall be granted on account of the same.
Website for Viewing Tender	www.wapcos.co.in and https://gem.gov.in
Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	GeM Portal (https://gem.gov.in)

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Request for participation in pre-bid meeting through video Conferencing	NIL
Last date of Clarifications	-
Pre-Bid Meeting through video Conferencing	NIL
Last date & time for Offline Submission of Original Technical document, Tender Fees, EMD Declaration, etc. as detail in Tender	28/12/2023 before 3.00 pm (<i>Hard copy of the original Technical Bid is mandatory for submission. However, if the Bidder fails to submit, the same shall be summarily rejected</i>)
Last date & time for Online submission of Technical & Financial Bid.	28/12/2023 before 3.00 pm As per the condition of GeM, the bidder must officially procure/download the tender documents from the GeM portal https://gem.gov.in in order to bid before the date and time given for procurement.
Date & Time of opening of Technical Bid	28/12/2023 at 4.00 pm
Date & Time of opening of Financial Bid	Shall be intimated to all the technically responsive bidders after evaluation of the Technical Bid
Contact Information/ Offline Submission of Technical document, Tender Fees etc. as detail in Tender document, Tender Fees etc. as detail in Tender	Project Manager (PH&IW), WAPCOS Ltd. 1 st Floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 101 Email: chennai@wapcos.co.in .

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates /Amendments/Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website <https://gem.gov.in>.

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

The Bidder shall have to register with <https://gem.gov.in> to participate in e- tenders.

The Bidder should be registered on the GeM portal and proof of registration should be submitted in the technical bid.

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

Project Manager (PH&IW),
WAPCOS Ltd.
1st Floor, No.990, 50th Street,
TVS Colony, Anna Nagar West Extension,
Chennai – 101
Email: chennai@wapcos.co.in.

SECTION – II
INSTRUCTION TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

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

Sr. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	Using PAN https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
3	Profile Updation (Seller/Service Provider)	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard – Seller/Service Provider	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

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://gem.gov.in>

2. ASSISTANCE TO BIDDERS

1. 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.
2. 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.
- 3) 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
- 4) Helpdesk Outbound No's : 07556681401, 07556685120, 01169095625

3. 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-III - Selection and Qualifying Criteria”
- All Copies of originals should be notarized by notary.
- Original Tender Document fee in the form of DD or RTGS/ NEFT & EMD in the form of the form of DD/BG/Insurance Surety Bonds in favor of “WAPCOS Limited” payable at Chennai issued by a Scheduled/Nationalized bank.
- Pass Phrases (Separate envelopes for Technical Bids) as per attached formats.

4. MINIMUM REQUIREMENTS AT BIDDER’S END

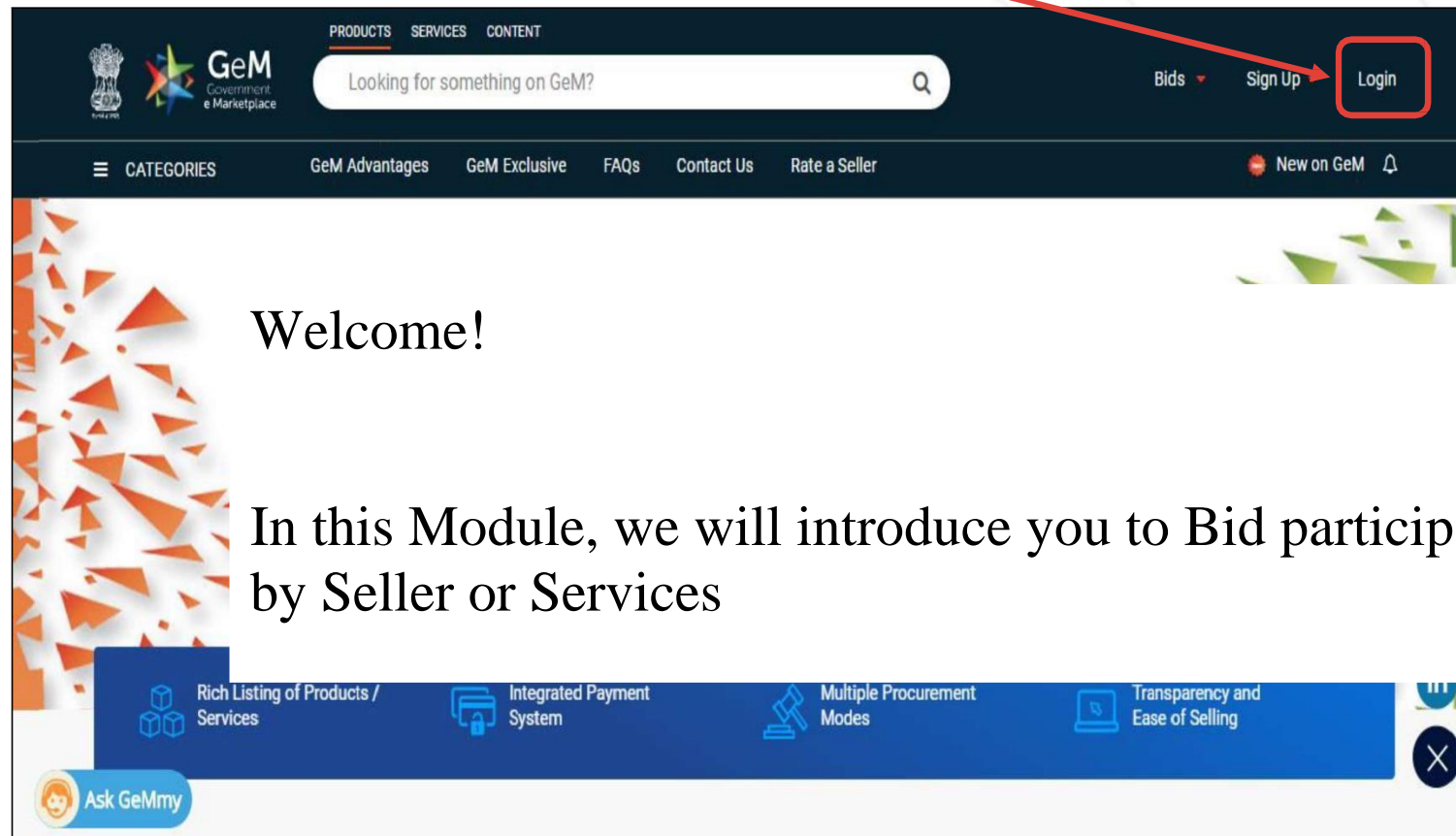
Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity.

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

5. BID PARTICIPATION SERVICES ON GEM PORTAL



Open gem.gov.in and click on Login.



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GeM Government e Marketplace

Not Registered with GeM ? Sign up to experience the Marketplace

[Register as Buyer](#) [Register as Seller](#)

Need help with your Login ?

Raise a Ticket
Agents and experts available on a single platform ready to help you

Contact Us
Email: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)
Call: 1-1800-419-3436 / 1-1800-102-3436 (8 am - 8 pm Mon to Sat)

Login in to Government e Marketplace | GeM

GeM User ID *

Type the characters in the box below. *

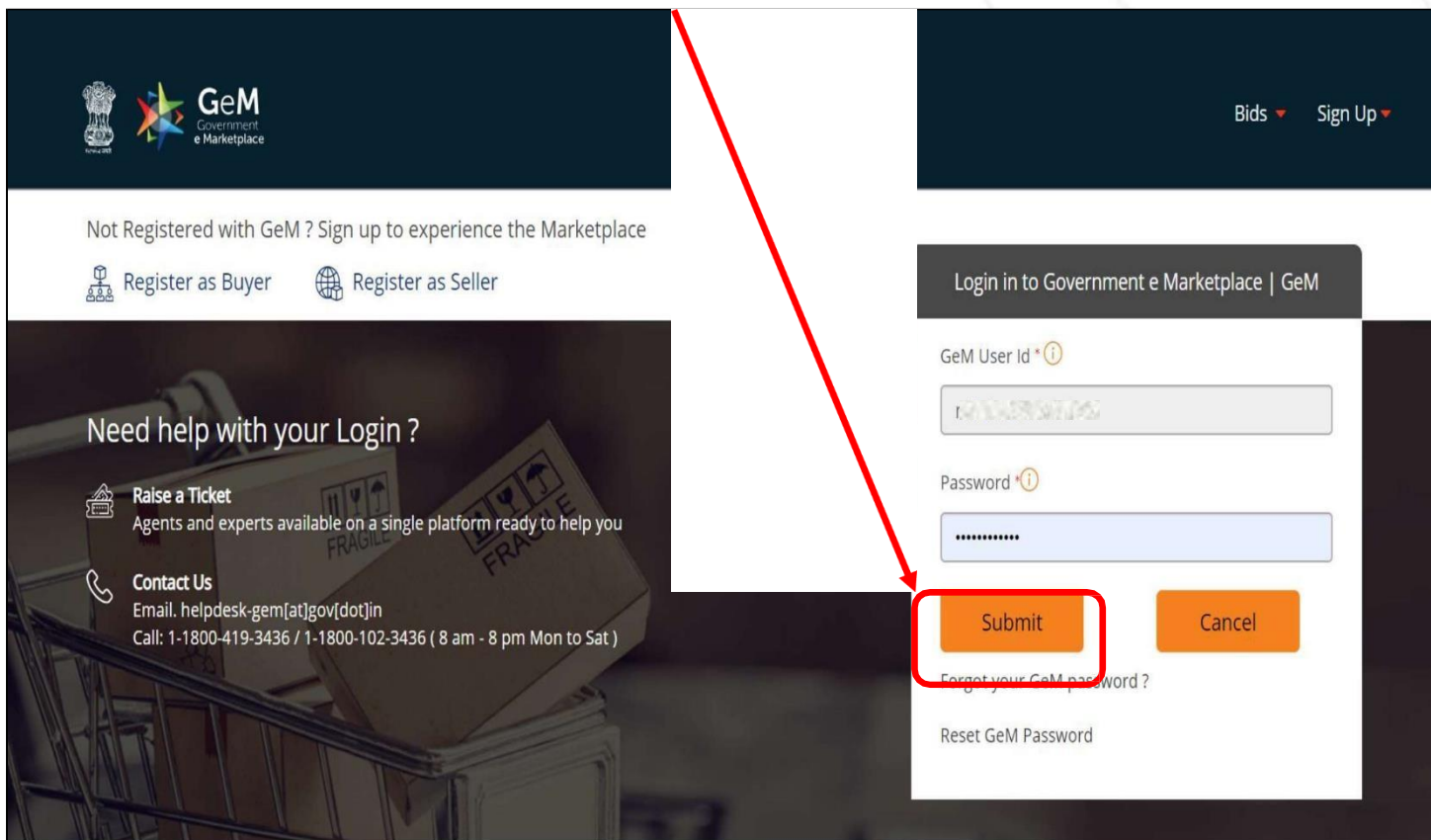
WQKSFG

Password shall be entered on next screen post successful GeM login ID and Captcha validation

Submit

WEB INFO ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

Enter the Password and click on Submit



The screenshot displays the Government e Marketplace (GeM) login interface. At the top, the GeM logo and tagline 'Efficient • Transparent • Inclusive' are visible. Below the header, there are links for 'Bids' and 'Sign Up'. The main content area is divided into two sections. The left section, titled 'Need help with your Login?', provides options to 'Raise a Ticket' and 'Contact Us' with contact details. The right section, titled 'Login in to Government e Marketplace | GeM', contains the login form. The form has two input fields: 'GeM User Id' and 'Password'. The 'Submit' button is highlighted with a red rectangle, and a red arrow points from the instruction 'Enter the Password and click on Submit' to this button. Below the 'Submit' button are links for 'Forgot your GeM password?' and 'Reset GeM Password'.

GeM
Government e Marketplace

Efficient • Transparent • Inclusive

Bids Sign Up

Not Registered with GeM ? Sign up to experience the Marketplace

Register as Buyer Register as Seller

Need help with your Login ?

Raise a Ticket
Agents and experts available on a single platform ready to help you

Contact Us
Email. helpdesk-gem[at]gov[dot]in
Call: 1-1800-419-3436 / 1-1800-102-3436 (8 am - 8 pm Mon to Sat)

Login in to Government e Marketplace | GeM

GeM User Id *

Password *

Submit Cancel

Forgot your GeM password ?

Reset GeM Password

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

Open gem.gov.in and click on Login



Need Help ? ▾

Dashboard

Market

Orders

Bids ▾

Catalog ▾



Rating not Available



Hello Mansil

Rating not Available

Notifications

Summary

Orders and Payments

Bid/RA

Category Insights

Products

*Data updated till yesterday.

Notifications

1. Notification of upcoming large Bid for procurement of Batteries by Indian Army. For more details, click here.
2. GeM foresees a growth in buyer transactions in Feb. March-2019. In order to accelerate the growth, we are offering discounts for the Buyers on GeM. Discounts offered on the current display prices for your products will be seamlessly passed on to the buyers. Please send your proposals to dir.sellerclustermgt@gem.gov.in
3. GeM proposes to proactively forward payment delay issues of MSE-sellers to MSME-Samadhaan. Some of the MSE-sellers might have already filed the case at MSME-Samadhaan, we request such sellers to send e-mail to msme-pendingpymt@gem.gov.in with details such as "Seller name, Udyog adhaar number, Seller category (Micro/Small/Medium), GEM contract number, contract date, CRAC date, total amount payable and incident ID(if any)" within 48 hours.
4. Sellers are hereby notified that they can decline an order from a buyer who has been flagged by GeM for delayed payments. Decline of such order will not affect seller's ratings, and no incident can be created against such rejections. Please [click here](#) to check the list of buyers flagged for delayed payments.
5. Sellers registered with NSIC (National Small Industries Corporation) are exempted from Vendor assessment.
6. Sellers are hereby notified that the Incident management policy has been revised. The revised policy, version 12.0 is now available.

Select the Bid you want to participate in from the "List of Bids"

Latest Bids

List of bids

You are invited to participate in bid (GEM/2019/B/58116).

You are invited to participate in bid (GEM/2019/RA/425).

You are invited to participate in bid (GEM/2019/RA/424).

Latest Announcement

10 September 2018

All sellers are hereby notified that strict action would be taken against them and their account will be suspended for 30 days as per the provision in IM policy if it is found that:
1. Seller withdraws or modifies or impairs or derogates from the bid in any respect during the period ranging from bid publication to bid closure by way of placing of order in favour of bidder(s) and/or award including signing off by bidder(s).

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

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Need Help

Dashboard

Market

Orders

Bids

Catalog

Efficient • Transparent • Inclusive

Bids / RAs

Service Bids/RAs

Bunch Bids/RAs

Service Bunch Bids/RAs

Bid to RAs

FILTER BY

Enter search terms



RA NO: GEM/2019/RA/420

Participation Status: Financial Pending

Item(s): Florist Final

Department Name And Address:

Start Date: 11-02-2019 05:26 AM

Quantity Required: 2

Minis

Dedi

Hq Na

Select the type of Bid you want to participate in or search with the Bid number or the Service Title

BID NO: GEM/2019/B/38038

Participation Status: Technical participated

Item(s): Human Resource Services

Department Name And Address:

Start Date: 07-02-2019 11:24 AM

Quantity Required: 1

Ministry Of Railways

Dedicated Freight Corridor Corporation Of India Ltd.

Hq Na

End Date: 19-02-2019 02:00 PM

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY & ESIGN

Participate

BID NO: GEM/2019/B/57938

Participation Status: Not participated

Item(s): Data Analytics Services

Department Name And Address:

Start Date: 05-02-2019 10:54 AM

Quantity Required: 1

Ministry Of Chemicals And Fertilizers

Department Of Fertilizers

Test Fcl Aravalli Gypsum And Minerals India Limited (Fagmill)

End Date: 20-02-2019 01:00 PM

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY & ESIGN

Participate

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands



Advanced Search

Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RAs Custom Item Bids/RAs ITEM ▾

BID NO: GEM/2022/B/1922612

Items: Annual Maintenance Service - EPABX System Department Name And Address: Ministry Of Defence
Department Of Military Affairs
Chief Engineer Air Force Gandhinagar Indian Army Start Date: 04-02-2022
End Date: 07-02-2022

Quantity Required: 1

BID NO: GEM/2022/B/1922612

Items: Manpower Outsourcing Services - Minimum Wage - Skill Based Department Name And Address: Ministry Of Defence
Department Of Military Affairs
Chief Engineer Delhi Zone Delhi Cantt Indian Army Start Date: 04-02-2022
End Date: 07-02-2022 02:00 PM

Quantity Required: 1

BID NO: GEM/2022/B/1914700 [View Corrigendum](#)

Items: Manpower Outsourcing Services - Minimum Wage - Skill Based Department Name And Address: Ministry Of Defence
Department Of Military Affairs
Chief Engineer Delhi Zone Delhi Cantt Indian Army Start Date: 02-02-2022 01:37 PM
End Date: 07-02-2022 02:00 PM

Quantity Required: 5

BID NO: GEM/2022/B/1925690

Items: Goods Transport Service - Per Trip Based Service Department Name And Address: Ministry Of Defence
Department Of Military Affairs
Supply Depot Indian Army Start Date: 05-02-2022 01:28 PM
End Date: 07-02-2022 02:00 PM

Quantity Required: 1

[Ask GeMmy](#)

Enter the Service Title here to search & select the relevant option from recommendations

- Cleaning And Sanitation Service 2.0
- Camera Cleaning Kit
- Cleaning And Sanitation Service 2.0
- Cleaning Duster
- Cleaning and Sanitation Service
- Cleaning scrapers
- Cleaning, Sanitation and Disinfection Service - Outcome Based - Public Transport Places; General Cleaning (Sweeping, Mopping, dusting); Indoor
- Drain or pipe cleaning equipment
- Enzymes or Hydrocarbon Cleaning and Degreasing Enzymes
- Facility Management Service - Manpower Based - Industrial; Maintenance, Cleaning & Sanitation Class/Customer



Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

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HOME / Service Bids-RAs

Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RAs

FILTER BY Enter search terms

BID NO: GEM/2019/B/58198 Participation Status: Not participated

Item(s): Human Resource Services
Quantity Required: 12

Department Name And Address:
Ministry Of Commerce And Industry
Department Of Industrial Policy And Promotion
Udyog Bhawan New Delhi Office Of Chief Controller Of...

Start Date: 15-02-2019 06:41 PM
End Date: 26-02-2019 09:00 PM

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY & ESIGN

BID NO: GEM/2019/B/57938 Participation Status: Not participated

Item(s): Cleaning And Sanitation
Quantity Required: 1000

Department Name And Address:
Ministry Of Chemicals And Fertilizers
Department Of Fertilizers
Test Fd Aravali Gypsum And Minerals India Limited (Fagmil)

Start Date: 26-02-2019 02:27 PM
End Date: 08-03-2019 05:00 PM

TECHNICAL OFFERING UPLOAD DOCUMENTS EMD & EPBG VERIFY & ESIGN

BID NO: GEM/2019/B/58229 Participation Status: Not participated

Item(s): Human Resource Services
Quantity Required: 1

Department Name And Address:
Ministry Of Chemicals And Fertilizers
Department Of Fertilizers
Test Fd Aravali Gypsum And Minerals India Limited (Fagmil)

Start Date: 19-02-2019 09:53 PM
End Date: 09-03-2019 09:00 AM

Participate

Click here to Participate.

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

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The screenshot displays the GeM (Government e Marketplace) website interface. At the top, the GeM logo is visible on the right, and the text "Efficient • Transparent • Inclusive" is below it. The navigation bar includes links for "Need Help", "Dashboard", "Market", "Orders", "Bids", and "Catalog". A user profile icon is present on the right. Below the navigation bar, the breadcrumb trail reads "HOME / SELLER PARTICIPATION". A progress bar shows five steps: "TECHNICAL BID", "OFFER PRICE", "UPLOAD DOCUMENTS", "EMD & EPOG", and "VERIFY OTP". The "TECHNICAL BID" step is currently active. Below the progress bar, there are three main sections: "RA Requirement", "BID DETAILS", and "Add/Update Offer". A green callout box with the text "Click here to fill in the technical offering" points to the "BID DETAILS" section. Below this, there is a "TECHNICAL OFFERING" section. A green box highlights the "Cleaning And Sanitation (1000)" item, with a "Participate" button below it. The footer contains a grid of links organized into six columns: "PRIVACY INFO", "ABOUT GeM", "NEWS & EVENTS", "RESOURCES", "TRAINING", and "NEED HELP?". The "ABOUT GeM" column includes links like "Introduction to GeM", "Careers", "MOUs", "Testimonials", "Statistics", "RTI", and "Web Information Manager". The "RESOURCES" column includes "Terms and Conditions", "Buyers", "Sellers", "Miscellaneous", "Analytics", and "INCIDENTS". The "TRAINING" column includes "LMS", "Training Calendar", "Training Module", "Facilitators", and "Download GeM Logo". The "NEED HELP?" column includes "FAQs", "Video Guides", "Raise-a Ticket", "Contact Us", "Document Help", and "Sitemap". At the bottom of the footer, there are logos for the Department of Commerce, Ministry of Commerce and Industry; the Ministry of Micro, Small & Medium Enterprises; Goods and Services Tax; and various certification logos like "Digital India", "GePNIC", "ECONOMY SECURE", "STQC", and "Application Security Audit Report".

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

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TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS ENID & EPBG VERIFY OTP

RA Requirement

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Cleaning And Sanitation (1000)
Participate

Select the appropriate options for the Core Specifications and Add On(s)

Additional Required Data/Document(s)
Text : TEST
Cleaning : 1551171433.pdf

Specification	Bid Requirement	Offered
Core		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Addon(s)		
Soap	Liquid Soap	Nothing selected
Broom	Long	Nothing selected

Save and Continue

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Cleaning And Sanitation (1000)
Participate

Additional Required Data/Document(s)

Text : TEST

Cleaning : [1551171433.pdf](#)

Specification	Bid Requirement	Offered
Core		
Type of Area	• Indoor Area	Indoor Area ▾
Per Unit	• Per Sqft	Per Sqft ▾
Addon(s)		
Soap	Liquid Soap	Liquid Soap ▾
Broom	Long	Long ▾

Click here to save and continue

Save and Continue

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS ▾

Your Offerings

1. TECHNICAL BID ▾

Add/Update Offer

OFFER PRICE ▾



Cleaning And Sanitation*: Quantity: 1000	Unit price Max price: Rs. 0.99
Total Price for contract period for number of broom* (Package Cost):	Unit price
Total Price for contract period for Number of soaps* (Package Cost):	Unit price

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs.

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Copyright	MOUs	Notifications	Sellers	Training Module	Raise-a Ticket

Please fill in your Offer Price.



1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation*
Quantity: 1000

Max price: Rs. 0.99

Total Price for contract period for
number of broom* (Package
Cost):

Total Price for contract period for
Number of soaps* (Package Cost):

[Click here to see the
Estimated price](#)

[SHOW ESTIMATION PRICE](#)

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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HOME / SELLER PART

OFFER PRICE

Cleaning and Sanitation

Technical Specifications comparison

You can view the technical specifications comparison

Consignee(s)	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	number of broom	number of broom Price	Number of soaps	Number of soaps Price	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.98	Package	10	Package	10	24	23520
Sub Total								23520
Total Price: 23,520.000 (INR)								

Proceed

Total Price for contract period for Number of soaps* (Package Cost): 10

Click here to proceed

SHOW ESTIMATION PRICE

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

PRIVACY INFO ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).

Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle)*:	20000	Change Price
Quantity: 1		

Click here to save your price and continue

SHOW ESTIMATION PRICE

Your price will be encrypted with buyer public key, Now you will not be able to view your price. This can be open with Buyer private key.

ENCRYPT & SAVE

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Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

In Custom Bid Services, the service provider has to mention the total cost for the entire Contract Duration

Specify the offer price(inclusive of all taxes, GST % included) for the below item(s).

Custom Bid New(Lumpsum Cost Of The Specified Service Holistically For Entire Contract Duration) ⓘ:

The bidder should fill total lumpsum cost for the entire contract.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs.

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Add/Update Offer

Upload Documents

Financial and other documents to be uploaded by the seller

RA documents

Bidder Turnover: ⓘ

Choose file No file chosen

Certificate (Requested In ATC): ⓘ

Choose file No file chosen

Seller: * ⓘ

Choose file No file chosen

Please Upload Financial Document ⓘ

Choose File No file chosen

File uploaded:

Price for the spares/Consumables to be provided in the Financial document PDF

Bid Category

Data Analytics Services

Are you service MSE for this service? *

☒ Yes ☐ No

MSE Category Certificate

Choose file No file chosen

Please upload MSE category certificate for verification

File uploaded: 1643709634.pdf

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disablement, without any further notice.
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

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OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: ⓘ

Choose file No file chosen

Certificate (Requested In ATC): ⓘ

Choose file No file chosen

Seller: * ⓘ

Choose file No file chosen

File uploaded:

Please Upload Financial Document ⓘ

Choose File No file chosen

Bid Category

Data Analytics Services

Are you service MSE for this service? *

☒ Yes ☐ No

MSE Category Certificate

Choose file No file chosen

Please upload MSE category certificate for verification

File uploaded: 1643709634.pdf

Select "Yes" If you wish to apply for MSE Purchase preference and Upload the MSE Category Certificate for verification

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disablement, without any further notice.
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

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TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

2. OFFER PRICE

3. UPLOAD DOCUMENTS

4. EMD & EPBG

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

Verify and submit the offer

I agree to the [Terms & Conditions](#) of the Government e-Marketplace (GeM)

Bid Document

Verify OTP

You can check your Bid document here

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HOME / SELLER PARTICIPATION

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Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

2. OFFER PRICE

3. UPLOAD DOCUMENTS

4. EMD & EPBG

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

☐ I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Bid Document

Verify OTP

Mobile OTP verification

Please enter the OTP that has sent to your registered mobile.

Enter OTP **Verify**

Your mobile authentication successfull

Not received OTP in 9:39 minutes?

Enter the OTP and click on "Verify" to confirm your participation

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The screenshot displays the GeM (Government e Marketplace) website interface. At the top, the GeM logo and tagline 'Efficient • Transparent • Inclusive' are visible. The navigation bar includes links for 'Need Help', 'Dashboard', 'Market', 'Orders', 'Bids', and 'Catalog'. The breadcrumb trail shows 'HOME / SELLER PARTICIPATION'. A progress bar at the top indicates the stages of the bidding process: TECHNICAL BID, OFFER PRICE, UPLOAD DOCUMENTS, EMD & EPBG, and VERIFY OTP. The main content area shows the 'Participation Status: Participated' for the bid 'GEM/2019/B/57938'. A green callout box states 'You have successfully participated in the Bid'. Below this, there are sections for 'Bid Requirement', 'BID DETAILS', and 'Your Offerings'. The 'Your Offerings' section lists five items: 1. TECHNICAL BID, 2. OFFER PRICE, 3. UPLOAD DOCUMENTS, 4. EMD & EPBG, and 5. Verify OTP & Publish. The footer contains various links categorized under 'PRIVACY INFO', 'ABOUT GeM', 'NEWS & EVENTS', 'RESOURCES', 'TRAINING', and 'NEED HELP?'.

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/B/57938

Participation Status: Participated

You have successfully participated in the Bid

Withdraw Bid

Bid Requirement

BID DETAILS

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1. TECHNICAL BID

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: **GEM/2019/B/57938**

Participation Status: Participated [Withdraw Bid](#)

Bid Requirement

BID DETAILS ▾

Your Offerings

- 1. TECHNICAL BID ▾
- 2. OFFER PRICE ▾
- 3. UPLOAD DOCUMENTS ▾
- 4. EMD & EPBG ▾
- 5. Verify OTP & Publish ▾

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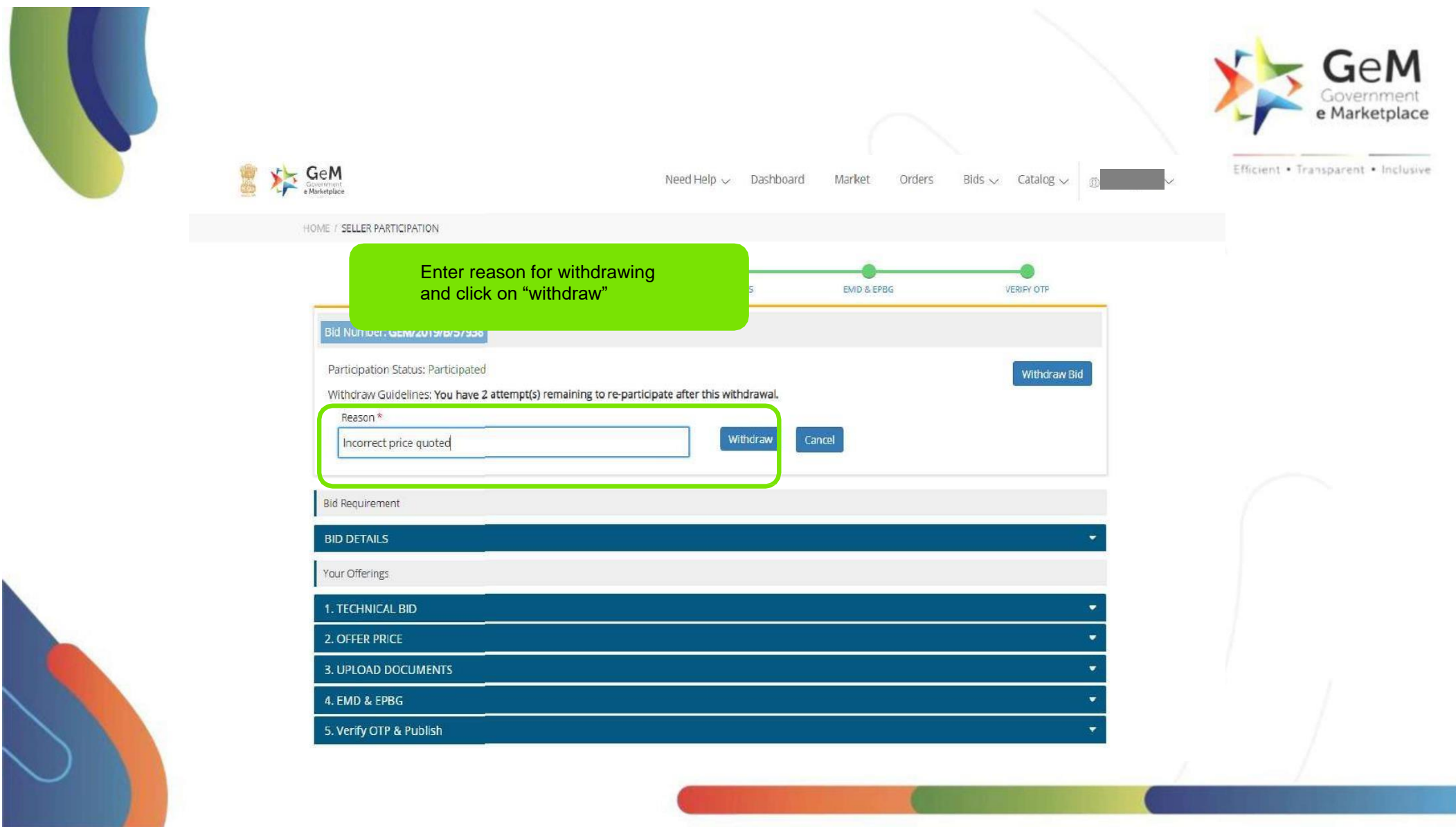
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HOME / SELLER PARTICIPATION

Enter reason for withdrawing and click on "withdraw"

Bid Number: **GEW/2019/05/938**

Participation Status: Participated **Withdraw Bid**

Withdraw Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.

Reason *

Incorrect price quoted **Withdraw** **Cancel**

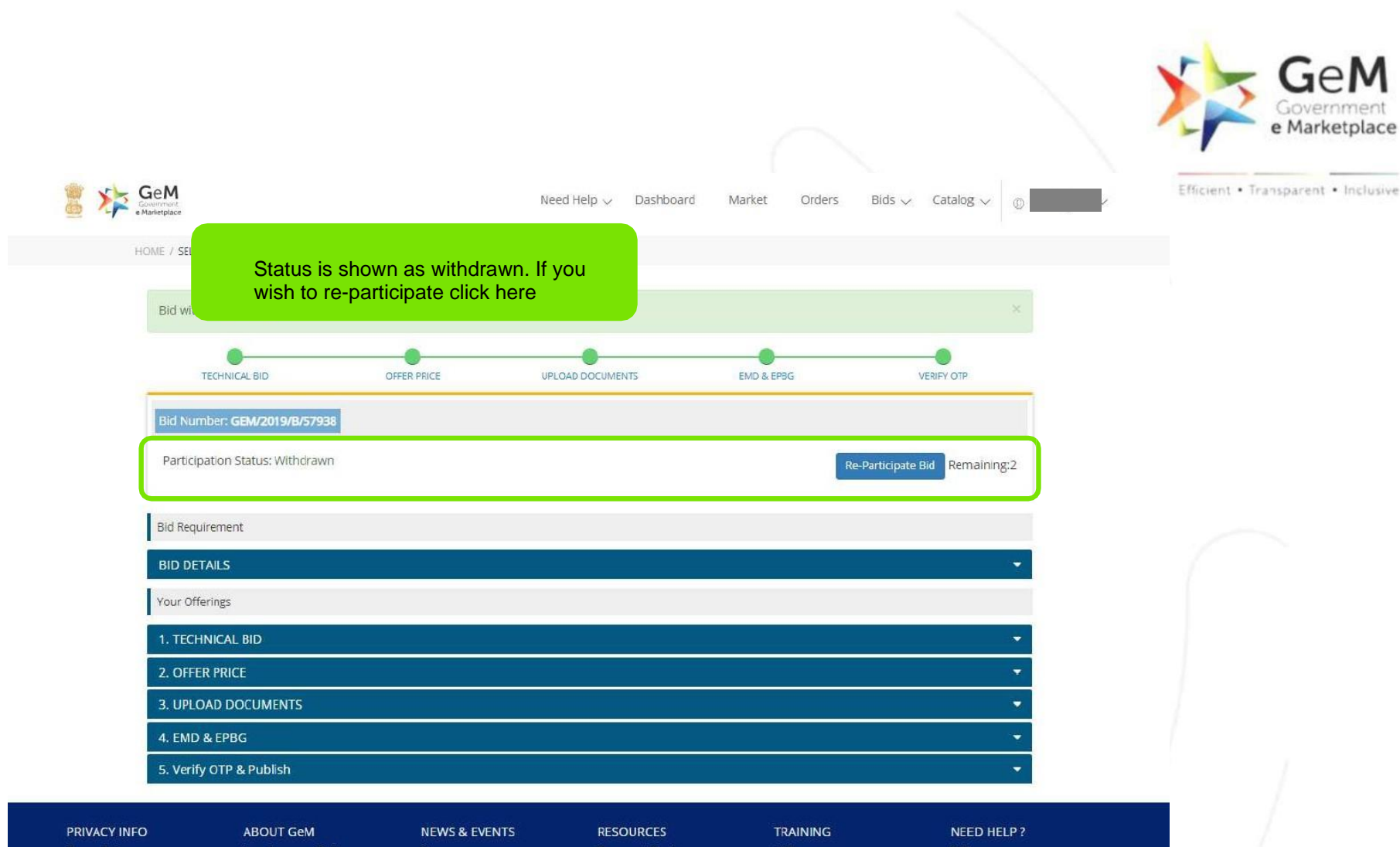
Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
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Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands



The screenshot displays the GeM (Government e Marketplace) interface. At the top right, the GeM logo is visible with the tagline "Efficient • Transparent • Inclusive". The navigation bar includes links for "Need Help", "Dashboard", "Market", "Orders", "Bids", and "Catalog". A user profile icon is also present.

A green callout box highlights the text: "Status is shown as withdrawn. If you wish to re-participate click here".

The main content area shows a bid details page for Bid Number: GEM/2019/B/57938. The participation status is "Withdrawn". A blue button labeled "Re-Participate Bid" is available, with a note "Remaining: 2".

The bid process flow is shown as a sequence of steps: TECHNICAL BID, OFFER PRICE, UPLOAD DOCUMENTS, EMD & EPBG, and VERIFY OTP. The current step is "TECHNICAL BID".

The "BID DETAILS" section is expanded, showing the following steps:

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

The footer contains links for "PRIVACY INFO", "ABOUT GeM", "NEWS & EVENTS", "RESOURCES", "TRAINING", and "NEED HELP?".

Document Updated 20th March 2022



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SCOPE OF WORK OF THE PROJECT

I. GENERAL

1.0 INTRODUCTION

The Great Nicobar Island is located in the Nicobar district to the south of the Andaman Islands. It is the largest of the cluster of islands with an area of about 910.074 Sq. km and the southern most of the group of Nicobar Islands located at a distance of approximately 520 km from Port Blair. Campbell Bay is the southern most tip of India. If you take a look at the map, the closest islands are Little Andaman, Nancowry and Car Nicobar

In order to reach Campbell Bay, need to hire a helicopter service run by the A&N Administration from Port Blair. Another option is to take up a ferry ride, i.e. - inter-island boat service from Port Blair which can be termed as a trip within itself and goes through Little Andaman, Nancowry and Car Nicobar.

The Directorate of Shipping Services, Andaman & Nicobar Administration, operating Inter Island Vessels between Mainland (Chennai, Kolkata & Vizag) to Port Blair sector and Inter-Island Operations. The tickets for the passengers and cargo booking to & fro are booked by the Andaman & Nicobar administration, details of same are available in the A&N website. Ship vessel which covers Port Blair to Campbell Bay in approximately 36 hours.

There is only once or twice ship a week from Port Blair to Campbell Bay. The ships running between these islands are MV Campbell bay, MV coral queen, MV Bharat Seema, MV Chowra, MV Sentinal. Ship ticket can obtain from the office of the Director, Shipping services (03192-245555) at Port Blair. PAWAN HANS Helicopter Limited has operating the inter-island helicopter service in the Andaman & Nicobar Islands. One can reserve the tickets for PAWAN HANS from the office of the Director, Civil Aviation. (03192-230480).

2.0 PROJECT BACKGROUND

The Executive Engineer, Andaman Central Division, CPWD, Port Blair, Andaman & Nicobar Islands on behalf of President of India has floated e-tender from reputed & experienced Architects, Architectural and/or Engineering Consultants/ Consultant firms for construction of Jetty and associated facilities for Indian Coast Guard, at Campbell bay, Great Nicobar Islands and WAPCOS has been awarded the said Project.

3.0 SCOPE OF WORK

Connecting Bench Mark

The Ground levels or Sea bed level of each borehole shall be on the basis of GTS bench marks in the vicinity. The contractor shall transfer levels to the benchmark to be established at the Project site from the nearest GTS Bench mark

I) SCOPE OF WORK

Bore holes are required to be drilled on the Marine in the proposed Coast Guard Jetty area, Campbell Bay, Great Nicobar Islands to ascertain the geo-technical strata and soil parameters. The proposed location Map of boreholes to be drilled in proposed Coast Guard Jetty area, Campbell Bay, Great Nicobar Islands is enclosed in Fig 2.

For taking boreholes necessary equipment and qualified personnel would be mobilized. The bore holes of 150 mm diameter / N x coring would be drilled upto a depth of 15m or 3 m depth in fresh rock in all types of strata or up to refusal ($N \leq 100$) N-values by SPT as per IS:2131, whichever occurs earlier. Standard penetration test at regular intervals or at the change of strata whichever is earlier would be conducted. **In case the strata are bad, bore holes may be continued beyond 15m as per the directions of Engineer- In-Charge at site.**

Standard penetration tests would be conducted at every 1.50 m interval using standard split spoon sampler driven by a 65 Kg. hammer with free fall height of 750 mm. as per IS 2131 – 1963. The results would be recorded as ‘N’ on the borehole logs at the depths to which they refer undisturbed samples would be collected both in piston & open tube sampler with an area ratio not exceeding 20%.

Disturbed and undisturbed soil samples at suitable intervals or at the change of strata would be collected for laboratory analysis of soil properties. The depth of ground water table in the bore hole (if observed) would be recorded. Necessary and relevant laboratory tests on the selected soil sample as detailed below would be conducted:

- a. Sieve Analysis
- b. Liquid and Plastic Limit
- c. Shrinkage Limit
- d. Natural Moisture Content
- e. Bulk and Dry Density
- f. Specific Gravity
- g. Void Ratio
- h. Free Swelling Index
- i. Unconsolidated Undrained Triaxial Shear Test
- j. Direct Shear Test
- k. Consolidation Test
- l. Crushing Strength of rock samples

- m. Slake durability of rock samples
- n. Porosity of rock samples
- o. Grain size analysis
- p. Atterberg Limits
- q. Triaxial Test
- r. U.C.C. Test

Test on Rock Samples

- i. Visual classification
- ii. Water absorption, Porosity and density
- iii. Specific gravity
- iv. Hardness
- v. Slake durability
- vi. Unconfined compression test (both at saturated and in-situ water content)
- vii. Point load strength index
- viii. Deformability test (both on saturated and dry samples)

Analysis of test results would be carried out giving all the test data along with soil profile and recommendations regarding type and the depth of foundations for the proposed structures and suggested net safe/allowable bearing capacities would be determined.

The purpose of investigation would be to determine the following parameters, based on which the type of foundation and the bearing capacity of soil at different would be arrived at:

- a. The Sub soil profile-indicating thickness of various strata, to a depth within the influence zone below the foundation.
- b. Engineering properties of soil strata at various levels.
- c. Variation of strengths of soil strata with depth.

For evaluating the above parameters, both field and laboratory tests on the soil sample would be carried out. The results from these investigations and tests would be analyzed to provide the recommendations for the design of foundations.

Terms of Reference (TOR)

Geo-technical investigations are to be carried out in the vicinity of the proposed location of Jetty on the Marine zone in the proposed Coast Guard Jetty location to ascertain the soil conditions (8 bore holes in Sea). Carry out the boreholes upto 15 m depth boring through soils 150 mm dia holes to the required depths at each of the locations as specified in BOQ. The exact locations shall be given on award of work.

Boring 150 mm dia boreholes upto 15m below bed level or refusal ($N > 100$ in all types of strata or up to 3 m depth in fresh rock whichever is less and

- a. Conduct standard penetration test @ 1.5m interval
- b. Collection of undisturbed soil samples @ 2m interval

Position Fixing

For position fixing the contractor shall use a suitable positioning system with horizontal positional accuracy of + 10 m. The contractor may however propose alternative position fixing system that meets above mentioned positional accuracy, provided at least 3 lines of position can be used to determine position.

The position fixing system shall be calibrated against a most accurate system or a fixed base line before deployment to the satisfaction of Engineer-in-Charge.

Conducting the Laboratory tests on samples collected from the boreholes as mentioned in above.

Reporting

- (i) A geo-technical report in triplicate describing the conduct of the work along with a soft copy and all observed data, along with original records viz. calculations, field books, measurement books etc. shall be submitted to WAPCOS Ltd. The data furnished shall be adequate to relocate the borehole locations independently.
- (ii) The location of the bore holes shall be plotted on a map which shall be supplied by WAPCOS.

VI) PHOTOGRAPHS

Site Photographs of important locations in and around the project area are also to be included in the investigations report. The photographs should be taken at all the activities during the Investigations and all the photographs should be submitted in Soft copy. The photographs taken during the process of investigations shall also be included in the investigations report alongwith Soft copy.

4.0 PERIOD OF COMPLETION

The completion period of the assignment shall be 75 days from the date of issue of Letter of Award by WAPCOS.

5.0 ELIGIBLE BIDDERS

- a) The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm/ Partnership Firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- b) The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate.
- c) The Average annual financial turnover should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant doing Statutory Audit. Audited Balance Sheet for 5 (five) years ending financial year

2021-22 are to be enclosed. The turnover certificate shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN.

- d) 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 Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Annexure-VIII. 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. Further, the bidder must not have been blacklisted/ de-registered/debarred by any Government Department/ Public Sector Undertaking/ Private Sector/ or any other Agency for which the bidder has executed/ undertaken the works/ services during the last 5 years.
- e) The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2021-22.
- (a) The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:
- ❖ **One similar completed work costing not less than 80% of the estimated cost of work**
 - or
 - ❖ **Two similar completed work costing not less than 50% of the estimated cost of work**
 - or
 - ❖ **Three similar completed work costing not less than 40% of the estimated cost of work**
- Similar works** means Carrying out Geo-Technical Investigations in Sea / River / Backwater etc
- (b) The bidder should have completed atleast one similar work in Geo-technical Investigation work in India for Central Government/ State Government/ Central Government or State Government Public Sector Undertaking in past 7 years. Necessary completion certificate/along with work order from the executing authority/client is to be produced in support of the above criteria. A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank.

Notes:

- The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.
- The value of executed works shall be brought to the current level by enhancing the

actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.

- The value of the work given in NIT is without GST / Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes.
- For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done.

6.0 NO. OF BID PER BIDDER

Each Bidder shall submit only 1 (one) Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

7.0 JOINT VENTURE

Joint venture is not allowed

8.0 SITE LOCATION AND SITE VISIT

The proposed location of CG Jetty is fixed tentatively nearer to the existing Jetty in Campbell Bay, Nicobar Island. For actual understanding of site conditions, bidders are advised to conduct visit to the project site for Geo-Technical Investigation work at the proposed CG Jetty location at its own cost.

The bidder shall satisfy regarding all aspects of site conditions of the Locations such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient.

9.0 COST OF BIDDING

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

II. BIDDING DOCUMENTS

10.0 CONTENTS OF BID DOCUMENTS

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

- i. Notice Inviting Tender (NIT)
- ii. Instructions to Bidders (ITB)
- iii. Conditions of the Contract (GCC)
- iv. Annexures

- v. Financial Bid
- vi. Any other document as forming part of the Contract.

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

11.0 CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify **Project Manager (PH&IW)**, WAPCOS Limited who will respond to any request for clarification, if necessary. The queries may be sent to: chennai@wapcos.co.in.

12. AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/addendum/errata/status in respect of the above tender shall be made available only at our official website www.wapcos.co.in and GeM Portal. Hence prospective bidders are advised to visit WAPCOS and Gem website regularly for above purpose.

III. PREPARATION OF BIDS

13. LANGUAGE OF BID

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

14. DOCUMENTS COMPRISING THE BID

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

- i. Notarized Power of Attorney on Rs. 100 non-judicial stamp paper from the Bidder in respect of Authorized Signatory for the Bid.
- ii. Bid Processing Fee.
- iii. Earnest Money Deposit (EMD)/Bid Security as per **Annexure-IV**.
- iv. Certificate of registration/ Incorporation Certificate.
- v. Documents for GST Certificate, PAN.
- vi. Audited Balance Sheets for the last five years as a proof of turnover and profit

details.

- vii. Information to be provided by the Bidder as per **Annexure-I**.
- viii. Bid Acceptance Letter as per **Annexure-II**.
- ix. Bidders' Organization Details as per **Annexure-III**
- x. Details of Similar Works Completed as per **Annexure-V**.
- xi. Details of Financial Status of the organization certified by Chartered Accountant as per **Annexure-VI**.
- xii. List of Survey Equipment Available with the Firm and Proof of Ownership/ Lease **Annexure- VII**.
- xiii. Letter of Undertaking for Blacklisting as per **Annexure-VIII**.
- xiv. Letter of Undertaking of Understanding of the Project Sites as per **Annexure-IX**.
- xv. Letter of No Deviation Certificate as per **Annexure-X**.
- xvi. Details of Litigation History, Liquidity Damages, Disqualification as per **Annexure-XI**.
- xvii. A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per **Annexure-XIV**.
- xviii. Integrity Pact as per **Annexure-XV**.
- xix. Price Schedule as per **Annexure-XVI**.
- xx. Duly signed/initialed copy of the RFP document along with all the corrigenda/addenda by the authorized signatory.

***Note:** The authorized signatory of the selected bidder shall initial all pages of the hard copy of the Technical Proposal.*

15. BID PRICES

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in ITB Clause-3 and its sub-clauses based on the prices submitted by the Bidder as per the Financial Bid as per **Annexure-XVI**.

16. CURRENCY OF BID AND PAYMENT

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

17. BID VALIDITY PERIOD

- i. Bids shall remain valid for acceptance for a period of **90 days (Ninety days)** from the date of submission of bid.
- ii. The last date for submission of bid shall be reckoned from the last extension of bid, if any.
- iii. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax or by e-mail. A

bidder agreeing to the request will not be required/nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

18. BID SECURITY AND BID PROCESSING FEE:

- i. Earnest Money Deposit (EMD) of Rs.40,000/- (Rupees Forty Thousand Only) in the form of DD/BG/Insurance Surety Bonds in favor of “WAPCOS Limited” payable at Chennai issued by a Scheduled/Nationalized bank.
- ii. Bid processing fees of Rs.1500/- (Rupees One Thousand Five Hundred Only) as Tender processing fees in the form of Demand Draft in favor of WAPCOS Limited Payable at Chennai
- iii. The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of Tender Processing Fee/EMD/Bid Security of WAPCOS.

19. BIDDING CONDITION

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

20. FORMAT FOR SUBMITTAL

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

IV. SUBMISSION OF BIDS

21. SUBMISSION OF BID

The Bidder shall submit the bid electronically, through the **Gem Portal**. The Technical Bid shall also be submitted physically (**1 Originally**) at the address mentioned in NIT however Financial Bid shall be submitted online only.

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

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 14 and Bid Security as per clause 18 of ITB of Bid document. The Technical Bid should

not contain any financial information related to Financial Bid. The technical bid shall contain:

- i. Documentary evidence of having deposited the cost of bid document and Bid Security or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii. All duly filled signed forms and Annexure as per Tender documents.
- iii. All the necessary documents required for evaluation of the bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/information. Financial offers shall be submitted as per prescribed format given in **Annexure-XVI of Section - IV** of Bid document in percentage. Financial Bid shall be uploaded on **Gem Portal** only as per given format of NIT/excel uploaded on the E - tendering portal. **No hard copy of Financial Bid needs to be submitted.**

The bidders are advised to submit complete details with their bids. In case of discrepancy between hard copy and soft copy, the technical bid evaluation will be done on the basis of documents uploaded on E - tendering portal by the bidders. The information should be submitted in the prescribed proforma Bids with Incomplete/Ambiguous information will be summarily rejected.

22. BROAD OUTLINE OF ACTIVITIES FROM BIDDER'S PERSPECTIVE:

i. Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through **Gem Portal**. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Bidders can refer to bidder's manual kit of **Gem Portal** where in various manuals are provided related to registration, document uploading and online e-bid submission.

23. DEADLINE FOR SUBMISSION OF BIDS

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and

clearly marked as “Modification” or “Withdrawal” as appropriate and delivered prior to deadline for submission of Bid in accordance with ITB Clause 23.

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in suspension of from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

25. BIDDING DOCUMENTS

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

26. WAPCOS’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

V. BID OPENING AND EVALUATION

27. BID OPENING

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

28. EVALUATION OF BID

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

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

The Method of Selection shall be Least Cost Based Selection. The lowest Financial Bid so opened shall be awarded the work (L-1 Bidder).

29. SHORTFALL DOCUMENTS

WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. These documents shall

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

30. CONFIDENTIALITY OF BIDS

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process. Any effort by a Bidder to influence WAPCOS in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of his Bid.

31. CLARIFICATION OF BIDS

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

32. DETERMINATION OF RESPONSIVENESS

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

- i. Has been properly signed.
- ii. Is accompanied by required securities.
- iii. Is substantially responsive to the requirement of Bidding document.
- iv. Provides necessary clarification or substance.

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

- i. Affects in any substantial way the quality or scope of the work.
- ii. Limits in any substantial way the scope of work
- iii. Is inconsistent with the Bidding document
- iv. Affects unfairly the competitive position of other Bidder.

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

33. CORRECTIONS OF ERRORS IN BIDS

Bids will be checked for any arithmetical error and will be corrected by WAPCOS

irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the EMD will be forfeited.

34. EVALUATION AND COMPARISON OF BIDS

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

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

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

VI. AWARD OF CONTRACT

35. AWARD CRITERIA

WAPCOS will award the Contract to the Bidder on **Least Cost based Selection (LCBS)**.

36. NOTIFICATION OF AWARD

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

37. SIGNING OF THE CONTRACT

Within **3 (Three)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the Project Manager (PH&IW), WAPCOS Ltd., 1st Floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101 for signing of the Contract Agreement as per **Annexure-XIII**. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

38. PERFORMANCE SECURITY

Within **7 (Seven)** days of the receipt of the notification of Award from WAPCOS,

but not later than the date of the signing of the Agreement, the successful Bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of **3% (Three percent) of the Contract Price in accordance with the Conditions of the Contract.**

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized Indian bank drawn in favour of WAPCOS LIMITED payable at Chennai. The Bank Guarantee shall be on the Performa given in **Annexure-XII of Section-IV**. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

39. DELIVERABLES

All the data and Reports shall be submitted in hard copy as well as soft copy for the following activities as given below:

S.No.	Activity	Deliverable	Timeline
1.	Inception Report elaborating the procedure of investigations, transfer of levels from GTS bench mark, manpower to be deployed, contact details of nodal officials who shall be in charge for this work, manning schedule, work schedule, Time schedule should be submitted after undertaking a site visit for acceptance by WAPCOS before commencement of Work.	3 copies	On or Before 15 days from the award of work / Commencement of Survey team with all equipment at site.
2.	Draft report comprising of the Bore logs, locations of Boreholes, ground levels / Seabed levels of the Boreholes and soil investigation reports should be submitted in duplicate along with the soft copies.	3 copies	45 days from the commencement of Work Or one week after completion of Field investigations
3	Final report incorporating the comments of WAPCOS & Clients shall be submitted on triplicate along with Soft copies within seven days after issuing the comments on the draft report.	3 copies	7 (seven) days after issuing the comments on the draft report.

40. TIME SCHEDULE

1. The period of assignment shall be **75 days** from the date of issue of Letter of Award by WAPCOS

2. The bidder shall start work immediately from issue of Letter of Award.
3. In the event of any delay in, a penalty of 0.5% of the contract value, per week shall be charged subject to the maximum of 10 (ten)% of the contract value. The contract may be terminated on accumulation of the maximum amount.
4. WAPCOS Ltd. shall have the authority to levy such penalties and subsequent termination of contract.

41. TAXES

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

42. INCOME TAX

Income tax shall be deducted as per relevant section of Income Tax Act applicable under the rules of Government of India.

43. ESCALATION/ PRICE VARIATION

- (a) No escalation shall be payable on quoted prices.
- (b) Variation in quantities given in price schedule are allowed subjected to the fact that such variation results in (+/-) 25% of the Contract Value and only upon approval of Engineer in charge of WAPCOS Limited. The rate of the quantities subjected to variation will be the same provided by the bidder in the price schedule during tendering process.

44. RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

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

SECTION-III

CONDITIONS OF CONTRACT

1. **Clause 1: Definitions**

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

1. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS and the Agency firm, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings, if any and instructions issued from time to time by WAPCOS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. “Owner/Client” shall CPWD, Port Blair
3. “Employer/Competent Authority” means WAPCOS Limited
4. ‘Tender/Bid, tenderer/bidders’ are synonymous throughout this contract document.
5. ‘Approval’ means approved by WAPCOS Limited. WAPCOS approval is linked and subject to approval by the owner.
6. ‘Applicable Law’ means the laws and any other instruments having the force of law in India
7. Accepting Authority/Concerned Authority shall mean PD (SR) of WAPCOS or his authorized nominee.
8. Project means Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands
9. Contract Price or Contract Value means the price to be paid for the performance of the Services.
10. Estimated Cost means estimated cost put to tender for inviting financial bid from the Agency firms for planning, designing and detailing.
11. Effective Date means the date on which this Contract comes into force and effect pursuant
12. In writing means communicated in written form with proof of receipt.
13. Language means all documents and correspondence in respect of this contract shall be in English Language.
14. Letter of Award (LOA) shall mean WAPCOS’s letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
15. WAPCOS Limited (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

16. Services means the work to be performed by the selected Agency pursuant to this Contract, as described in Bid Document.
17. Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
18. Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
19. The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
20. “Day” means a day from midnight to midnight. “Month” means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month. “Week” means seven consecutive days. “Quarter” means a period of three consecutive months starting from January, April, July and October i.e. January to March, April to June, July to September and October to December.
21. “Cost” mean all expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges allocable thereto but does not include any allowance for profit.
22. Retention money & security deposit are synonymous.
23. The words Tenderer, Bidder, Applicant, and Agency shall have the same meaning.
24. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.
25. “Tender Processing Fee” or “Bid Processing Fee” shall mean same being the amount paid by the bidder to WAPCOS as cost towards evaluation of the bid. The same is separate & distinct of any charges levied or paid to the e-tendering portal.

2 Clause-2: Responsibilities/ Obligations:

1. Agency Firm’s Responsibility/ Obligation:

- (a) The Agency shall, in providing the services exercise skill and care in conformity with the normal standards of the Agency’s profession.
- (b) The Agency shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The Agency shall at those points and/ or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.
- (c) The Agency shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS expect in case of emergency when the Agency shall inform WAPCOS without delay.
- (d) The Agency shall inform WAPCOS upon it becoming apparent that there is any incompatibility between any of WAPCOS requirements and the timetable or any need to vary any part of them.
- (e) The Agency shall inform WAPCOS on it becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.

- (f) The Agency shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of WAPCOS.
- (g) If any deviation or deficiency in the work done by the Agency is noticed during inspection and visits, he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Agency shall comply and report the action being taken by him in this regard.
- (h) Signing this agreement, it has been considered that the Agency has No Objection in case of withdrawal of services or under termination of services of this agreement.

3. **WAPCOS Responsibilities /Obligations**

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

4. **Clause-3: Ruling Language and Law**

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

5. **Clause-4: Contract Agreement**

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

6. **Clause-5: Performance Security**

- (1) For the due performance of the Contract, the Agency shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be 3% (Three percent) of the Contract Price. The bank guarantee shall

be issued any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Agency.

- (2) The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Agency's failure to complete his obligation under the Contract.
- (3) The performance security shall be valid till 30 days beyond the completion of the project.
- (4) Should the Contract period, for whatever reasons be extended, the Agency, on receipt of written request, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee before the expiry date of the Bank Guarantee originally furnished.
- (5) The Performance Security will be released by WAPCOS, after the issue of the Completion Certificate but not later 60 days from the date of issue of Completion certificate.

7. **Clause-6: Inspection of Site**

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

8. **Clause-7: Sufficiency of Bid**

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

9. **Clause-8: Submissions to be made
Drawings, Documents, Certificates, Manuals etc.**

The Agency shall submit all the submissions, reports and drawings for review and approval.

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

(1) **Giving of Notices and Payment of Fees**

The Agency shall give all notices and pay all fees required to be given or paid by any Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of Works and by the rules and

regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

(2) **Compliance with Statutes, Regulations etc.**

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

11. **Clause-10: Commencements of Works**

The Agency shall commence work from the issue of the Letter of commencement to him by to this effect by concerned authority/ WAPCOS and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-13* hereof.

12. **Clause-11: Disqualification for Further Assignments to the Agency**

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

13. **Clause-12: Determination or Rescission of Agreement:**

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

- (1) If the Agency being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- (2) If the Agency commit breach of any of the terms of agreement.
When the Agency have made themselves liable for action under any of the clauses aforesaid, WAPCOS shall have powers: a) to determine or rescind the agreement b) to engage another Agency(s) to carry out the balance work at the risk and cost of the Agency and debiting the Agency(s) the excess amount, if any, so spent.

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

14. **Clause-13: Completion period**

The project completion period is 60 days from the Date of Award. The period of completion

shall be reckoned from the day of issue of the Letter of commencement to the Agency by Concerned Authority/WAPCOS. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the Agency, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Agency for the work, nothing extra shall be payable to the Agency. However, suitable extension of time for completion of work shall be granted accordingly.

15. **Clause-14: Extension of Time for Completion**

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

16. **Clause-15: Liquidated Damages for Delay**

- (1) Agency hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Agency firm, the Agency firm will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Agency are found to be fair & reasonable, suitable extension of time may be granted by WAPCOS, without any suitable financial implication to WAPCOS. If the Agency shall fail to achieve completion of the Works within the time prescribed by Clause-13 hereof, then the Agency shall pay to WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by Clause-13 hereof and the date of certified completion of the Works. WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Agency. The payment or deduction of such damages shall not relieve the Agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

- (2) The Liquidated damages penalty will be charged for all delays due to the fault of the Agency **at the rate of 0.5% of contract value per week** beyond the stipulated period of completion including authorized extensions if any, subject to **maximum of 10% of the contract value**.

17. **Clause-16: Escalation/ Price Variation**

- No Escalation shall be payable on prices.
- It may be noted that while the estimated quantities of work given in the schedule has been estimated as realistically as possible, but any variation in the quantities arising may be incorporated, limited to (+/-) 25% of the Contract Value, upon approval of Engineer in charge of WAPCOS Limited, at the rate provided by the bidder in the Price Schedule during tendering process. In case the quantities varies more than (+/-) 25% of the Contract Value, the rates shall be revised and finalized based upon mutual written agreement between the parties.

18. **Clause-17: Recovery of Compensation and Penalty Imposed**

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

1. In the event of failure to comply with the instructions of WAPCOS.
2. If the faults in planning and designing are noticed by WAPCOS at any time.
3. If there is over payment to the Agency due to wrong certification of the bills.
4. If the perfunctory approach towards the work is noticed by WAPCOS at any stage.

19. **Clause-18: Other Conditions**

1. All the stages of work shall be completed by the Agency and the necessary approval shall be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.
2. In the event of the failure on the part of the Agency to complete their work in time or the Agency committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by WAPCOS then the Agency shall be bound to give N.O.C, if required.
3. The Agency shall assume full responsibility for the professional requirements and correctness of the survey data and drawings for all the items of work described in the scope of work. WAPCOS will have full access to the details of the survey data and drawings for purpose of scrutiny.
4. The Agency shall supply to WAPCOS copies of all documents, instructions issued to Agency, if any, relating to the work, drawings, maps and also other documents as may be required.

5. All drawings, maps shall be the property of WAPCOS. The name and logo of WAPCOS shall be predominantly displayed on all the drawings and documents.
6. WAPCOS shall have the liberty to postpone or not to execute any work and the Agency shall not be entitled to any compensation or damage for such postponement or non – execution of the work except the fees which are payable to the Agency up to stage of services then completed.
7. The executive control of the work, as far as this agreement is concerned, shall be with WAPCOS or any other officer so designated by WAPCOS.
8. It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Agency shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the Agency for completion of the work or enlarged for any reason whatsoever.
9. Copyright of all documents and drawings prepared by the Agency and for in any work executed from those documents and drawings of the project shall remain the property of WAPCOS.
10. Company of Agency is a partnership firm or private/ public limited, Proprietary Company on change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of WAPCOS during the currency of the contract with WAPCOS.

20. **Clause-19: Fee**

The fee, as quoted by the Agency in the financial bid during bidding, includes planning, review, deployment of adequate manpower, travel expenses, site visits etc.,

21. **Clause-20: Terms of Payment**

i. **Taxes**

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

ii. **Retention Money**

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

Agency shall apply for the clearance certificate to WAPCOS.

iii. Payment Terms

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

S. No	Milestones	%
1.	On completion of Field investigation works at site duly certified by WAPCOS site Engineers.	20%
2.	On submission of Draft Geo-technical Investigation report incorporating all the soil analysis report and recommendations for Foundation.	30%
3.	On submission of Final Geo-technical Investigation report incorporating all the Comments and Suggestions of WAPCOS / Client.	30%
4.	On acceptance of reports by WAPCOS & CLIENT	20
Total		100

Note:

- a. Final payment will be released after 21 days from receipt of payment from Client by WAPCOS.
- b. All the works to be carried out by the successful bidder under the supervision of WAPCOS Authority.
- c. GST will be released on submission of Proof of deposit/challan.
- d. All the payments due to the Agency shall be made online and no cheque/draft shall be issued.
- e. No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- f. Agency shall submit his bill along with full description about service provided of the works.
- g. Agency shall not claim payment against pending services or incomplete stages of work.
- h. The payments shall be made for the contract on back-to-back basis upon receipt of payment from the Owner for that particular work and no interest is payable on account of delay if any.
- i. **The Associate / Sub-Consultant/ Sub-Contractor shall acknowledge the present Contract / Agreement / Work Order/ Arrangement w.r.t back to back payment clause as follows:**

“The Associate / Sub-Consultant/ Sub-Contractor acknowledges that under the present Contract / Agreement / Work Order/ Arrangement, WAPCOS is only working as intermediary between (Name of Client) being Principal Employer/Client and Associate/Sub-Consultant/Sub-Contractor. Thus the Associate/Sub-Consultant/Sub-Contractor unconditionally acknowledges that the payments under the present

Contract / Agreement / Work Order/ Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from (Name of Client) being Principal Employer / Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract / Agreement / Work Order/ Arrangement is not received from (Name of Client) being Principal Employer / Client, then WAPCOS & / or any of its Employee / Officer shall not be responsible to pay any amount to Associate/Sub-Consultant/Sub-Contractor. The said condition shall supercede any and all other conditions of Contract / Agreement / Work Order/ Arrangement between the parties”.

22. Clause-21: Taxation

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

23. Clause-22: Force Majeure

Agency firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of WAPCOS and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to WAPCOS by owner.

24. Clause-23: Foreclosure of Contract by WAPCOS

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

25. Clause-24: Suspension of Works

- i. The Agency shall, on receipt of the order in writing of WAPCOS, suspend the

progress of the works or any part thereof for such time and in such manner as WAPCOS may consider necessary for any of the following reasons:

- a. On account of any default on part of the Agency, or
- b. If the work is partly or fully abandoned/suspended by WAPCOS/Owner for any reasons
- ii. If the suspension is ordered for reasons in sub-para (a) above.
 - a. The Agency shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - b. In the event of the Agency treating the suspension as an abandonment of the Contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

26. Clause 25: Termination of Contract

- i. WAPCOS or the Agency may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a. The Agency stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.
 - b. The WAPCOS instructs the Agency to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - c. The Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

WAPCOS is entitled to terminate the contract in following conditions:

- d. In the event of WAPCOS not satisfied with the work done by the Agency, WAPCOS shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Agency shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- e. In the event of the Agency through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- f. In the event of the Agency's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other agency to complete the work irrespective of settling of dues of the Agency.
- g. The termination of the appointment of the Agency shall be without prejudice to the accrued rights and remedies of WAPCOS.
- h. In the event of failure to comply with or abide by the general conditions of this agreement.

- i. In the event of liquidated damages/ penalty imposed on Agency equal or exceeding 10% of the total fees payable.
- j. Notwithstanding the above, WAPCOS may terminate the Contract for convenience.

When the Agency has made himself liable for action under any of the cases aforesaid, WAPCOS shall have powers: To determine/terminate the contract as aforesaid (of which termination notice in writing to the Agency under the hand of WAPCOS shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of WAPCOS.

iii. Payment upon Termination

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

27. **Clause-26: Notices**

i. Service of Notices on Agency

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

ii. Service of Notices on WAPCOS

All notices to be given to WAPCOS under the terms of the Contract shall be served by sending by post or delivering the address: Project Manager (PH&IW), WAPCOS Ltd. 1st Floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101. Change of Address Either party may change a nominated address to another address by prior written notice to the other party.

28. **Clause 27: Dispute Resolution**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instructions here-in before mentioned and as to the quality of workmanship or equipment used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings, specifications, instructions, orders or these conditions or otherwise concerning the

works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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

29. Clause 28: Arbitration

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e. It is also acknowledged and accepted that WAPCOS is only working as intermediary between the Consultant and the Principal Employer/Owner, 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 between Principal Employer/Owner & WAPCOS, Principal Employer/Owner shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f. The place/seat of arbitration shall be Delhi and any award whether interim or final,

shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

30. **Clause 29: Insurances**

The Agency/bidder shall take out and maintain at their own cost against the risks, and for the coverages. The Agency shall provide evidence to the Employer, showing that such insurance has been taken out and maintained and that the current premiums have been paid, before start of the Work. The Insurance shall be maintained for the following risks and coverages:

- i. Professional liability insurance with a minimum coverage equal to total contract value for this consultancy.
- ii. Employer’s liability and worker’s compensation insurance in respect of the Personnel of the Agency and of Sub- Agency’s, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

SECTION IV
ANNEXURES

ANNEXURE – I
INFORMATION TO BE FURNISHED BY THE
APPLICANTS

Sr. No	Particular	Details
1.	Name of the organization	
2.	Address for Correspondence	
3.	Contact Person Details: Name: Telephone Nos. Mobile No. Fax: Email:	
4.	Format of Bid Acceptance Letter	Annex-II
5.	Organization Details	To be filled as per Annex-III
6.	Bid Security	To be filled as per Annex-IV
7.	List of Similar Works Completed	To be filled as per Annex-V
8.	Financial Status	To be filled as per Annex-VI
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS (Attach Power of Attorney)	
10.	List of Survey Equipment Available with the Firm and Proof of Ownership/ Lease	To be filled as per Annex-VII
11.	Organization Chart of Key Personnel	
12.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Self-Certified Copies to be enclosed
13.	Undertaking format for Blacklisting	To be filled as per Annex-VIII
14.	Understanding of the Project Sites	To be filled as per Annex-IX
15.	No Deviation Certificate	To be filled as per Annex-X
16.	Litigation History, Liquidity Damages, Disqualification	To be filled as per Annex-XI
17.	Solvency Certificate	To be filled as per Annex-XIV
18.	Integrity Pact	To be filled as per Annex-XV
19.	Format for Price Schedule	To be filled as per Annex-XVI

ANNEXURE – II
FORMAT FOR BID ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

Date:

Project Manager (PH&IW),
WAPCOS Ltd.
1st Floor, No.990, 50th Street,
TVS Colony, Anna Nagar West Extension,
Chennai – 600101
Telephone: 044-26541376
Email: chennai@wapcos.co.in

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

Work Name: _____

Tender No.: _____

Dear Sir,

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

including the suspension from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

Yours Faithfully,
(Signature & Seal of the Bidder)

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ANNEXURE – III
ORGANISATIONAL DETAILS

Sr. No.	Particular	Details
1.	Organizational Set-up: <ul style="list-style-type: none"> - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates) 	
2.	Proof Checking arrangement	Details of tie-up if any to be given
3.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	
4.	IT Pan Number GST Number	

Yours Faithfully,

(Signature & Seal of the Bidder)

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ANNEXURE – IV

FORMAT FOR BID SECURITY

(To be submitted on Non-Judicial Stamp paper of minimum Rs.100)

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

WHEREAS, M/s_____ having their Registered/Head Office at _____ (hereinafter called “the Bidder”) has submitted his Bid dated _____ for the _____ [hereinafter called “the Bid”] to M/s WAPCOS Limited (hereinafter called the Employer).

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

SEALED with the Common Seal of the said Bank this day of _____ 2023

THE CONDITIONS of this obligation are :

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

OR

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

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

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

Notwithstanding anything contained herein

- i) liability under this guarantee shall not exceed_____.
- ii) This bank guarantee shall be valid upto_____and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before_____(**indicate a period Twelve months after the validity period**).

DATE

.....

(Signature of Witness)

SIGNATURE

.....

SEAL

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ANNEXURE – V
DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 7 YEARS

Assignment No	
Name of Work	
Name of the Client	
Contact Details of Client Name: Postal Address: Official email ID:	
Cost of project in Rs.	
Fee of the Project in Rs.	
Commencement of Date	
Scheduled date of Completion	
Actual Completion Date	
Reason for Delay, if any	
Details of Services provided by the firm	
Key Professionals involved in the Study and their proposed position	

We hereby certify the information as given in below in table is correct and we have attached Client Completion Certificates in support of list of works given as above.

Signature of the Bidder with Seal

Note:

- Email address of the client/certificate issuing authority of each work should be clearly mentioned in the above table so that genuineness of the same can be established via email. Official domain email- id of the client/certificate issuing authority is required.
- Work certificates without any email address in the above table may not be considered for evaluation.

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ANNEXURE-VI

FINANCIAL STATUS

Sr. No	Financial Year	Turnover	Profit/ Loss (-)
1.	2021 - 2022		
2.	2020 - 2021		
3.	2019 – 2020		
4.	2018 – 2019		
5.	2017 – 2018		

Note:

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

UDIN:

**Signature of Chartered Accountant
(with Seal)**

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

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ANNEXURE-VII

**PERFORMA FOR SURVEY EQUIPMENTS AVAILABLE WITH THE FIRM AND
PROOF OF OWNERSHIP**

Sr. No.	List of Survey equipment	Specifications	Nos	Year of Purchase
i.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				
viii.				
ix.				

Proof of Ownership of the equipment's is attached.

Signature of the Bidder with Seal

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ANNEXURE-VIII

FORMAT FOR UNDERTAKING BLACKLISTING/NON DEBARMENT

(To be given on Company Letter Head)

Date: _____

Name of work:

Ref: Tender No _____ dated _____

To,

Project Manager (PHIW)

WAPCOS Ltd.

1st Floor, No.990, 50th Street,

TVS Colony, Anna Nagar West Extension, Chennai – 600101

Telephone: 044-26540477 / 044-26541375,

Email: chennai@wapcos.co.in

Dear Sir,

This is to certified that we have taken the cognizance of blacklisting Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s_____, is not blacklisted/De-registered/debarred by any Government department/ Public sector undertaking/ private sector/ or any other agency for which we have executed/ undertaken the works/ services during the last 5 years.

Yours Faithfully,

(Signature & Seal of the Bidder)

Date:

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ANNEXURE-IX

FORMAT OF UNDERSTANDING THE PROJECT SITE

(To be submitted on Bidder's Letter Head)

- A. I/ We hereby solemnly declare that I/ we understand the sites of work and have familiarized myself/ ourselves of the working conditions there in all respect and in particular, the following: -
- a) Topography of the Area.
 - b) Soil & rock conditions at the site of work.
 - c) Sources & availability of approaches.
 - d) Availability of water & electricity.
 - e) The existing roads and access to the site of work.
 - f) Availability of space for putting Offices, stores, etc.
 - g) Climatic condition and availability of working days
 - h) Law & Order, Security & Working conditions.
 - i) Methodology to be adopted for successful completion of work.
 - j) Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty in Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands

ANNEXURE-X

FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted on Bidder's Letter Head)

To,

Project Manager (PHIW)

WAPCOS Ltd.

1st Floor, No.990, 50th Street,

TVS Colony, Anna Nagar West Extension, Chennai – 600101

Telephone: 044-26540477 / 044-26541375,

Email: chennai@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 understood the 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:

Place:

(Signature, name and designation of the Authorized
signatory)

Name and seal of Bidder

ANNEXURE-XI

**LITIGATION HISTORY, LIQUIDATED DAMAGES,
DISQUALIFICATION**

(To be submitted on Bidder's Letter Head)

1. ARBITRATION CASES

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

2. COURT CASES

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

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

- Has the Bidder consistent history of Litigation: Yes/
No If yes, give details:
- Has the Bidder been debarred/ expelled by any Agency in any state /India, during the last 5 year on the date of application except on account of reasons other than non-performance: Yes/ No
If yes, give details:
- Has the Bidder abandoned any contract work during the last 5 years: Yes/No
If yes, give details:
- Has the Bidder been declared bankrupt during the last 5 years: Yes/No
If yes, give details:
- Has the Bidder been debarred by client or by any Department: Yes/No
If yes, give details:

Note:

- Bidder should provide information for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2020 or currently in execution.
- Separate sheet may be used for giving detailed information

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

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ANNEXURE – XII

FORMAT OF PERFORMANCE SECURITY

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

To,
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) (3% of the said value of the Contract to the Employer).

We, _____ (name & address with issue 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

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that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

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

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

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

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

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

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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.

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ANNEXURE – XIII

FORMAT FOR AGREEMENT

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

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

WHEREAS the WAPCOS Limited is desirous that “_____”. (hereinafter referred to as “the Work”) should be executed by the Agency AND WHEREAS by a Letter of Award No _____ dated _____ WAPCOS Limited has accepted a Bid by the Agency for the execution and completion of such Works AND WHEREAS the Agency has agreed to undertake such work and furnish a performance security pursuant to the Clause 2.38 of the section-II ‘Instructions to Bidders’

NOW THIS AGREEMENT WITNESSETH as follows;

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

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in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED

By the said

By the said

NAME _____

NAME _____

On behalf of the Agency in the presence of On behalf of the Agency in the presence of

NAME _____

NAME _____

Address _____

Address _____

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ANNEXURE – XIV

SOLVENCY CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that to the best of our knowledge and information M/s _____ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is issued at specific request of the customer for tender purpose.

Date:

Place:

Name of Authorized signatory of bank:

E-mail id of Bank/Authorized signatory of bank:

Note:

- Solvency Certificate should be on letter head of the Bank
- Email id of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

ANNEXURE – XV

FORM FOR INTEGRITY PACT

To,

Project Manager (PH&IW)
WAPCOS Ltd.

1st Floor, No.990, 50th Street,
TVS Colony, Anna Nagar West Extension, Chennai – 600101
Telephone: 044-26540477 / 044-26541375,
Email: chennai@wapcos.co.in

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

Dear Sir,

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of..... 2023

BETWEEN

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

AND

(Name and Address of the Agency)

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

(Details of duly authorized signatory)

Preamble

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

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

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

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

Article 1: Commitment of the Employer

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

conduct in the past has been of biased nature.

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

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

1. It is required that each Bidder/ Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS Limited all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Agency(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)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Agency(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)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Agency(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Agency(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)/ Agency(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)/ Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/ Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the WAPCOS Limited interests.
5. The Bidder(s)/ Agency(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 be fall 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 Agency 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)/ Agency(s) and the Bidder/Agency accepts and undertakes to respect and uphold the Employer's absolute right:

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

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

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2. If the Bidder/ Agency 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/Agency as deemed fit by the Employer.
3. If the Bidder/ Agency can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Agencies

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- Legal and Prior Rights

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

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Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

WITNESSES:

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

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

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ANNEXURE - XVI

FINANCIAL BID

Format for Price Schedule

Name of work: Carrying out Geo-Technical Investigations in the vicinity of Proposed Coast Guard Jetty at Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands.”

S.No.	Item of Work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	MOBILISATION AND DEMOBILISATION				
1.1	Mobilisation of equipment / personnel to site to Site	L.S			
1.2	Demobilisation from Site	L.S			
2	Conducting Geo-Technical Investigations				
2.1	Transfer of levels from Existing Permanent Benchmark / GTS Bench mark in the vicinity of project site as per the instructions of EIC to the Bench mark at Site and there by fixing the ground levels of the Boreholes in the intertidal areas & Sea bed levels for the marine Boreholes in Sea.	1	Nos.		
2.2	Carry out Marine bore holes as mentioned in the scope of work through all types of soil strata using 150 mm dia. upto 15 m below bed level / ground level in all types of soil strata or upto 3m depth in fresh rocks whichever is earlier (on sea bed / Creek by using floating crafts / barges / pantoon / platforms in water depth of approx. 3 to 5 m (8 nos. in Sea at a approx. depth of 3 m to 5m below CD) Note: The Barges / Pantoon / Platform should be properly anchored.	15 m per borehole	8		
2.3	Shifting of equipment from one place to other place for 8 boreholes in Sea	Per Location	8		
2.4	Cost of every additional one m depth (1m) of borehole beyond the specified 15 m depth of Bore hole	Rate Per 1m depth of borehole	Rate only		

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S.No.	Item of Work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
3	Conduct the laboratory tests on soil samples collected from the borehole locations as mentioned in the scope of work for all 8 bore holes a. Sieve Analysis b. Liquid and Plastic Limit c. Shrinkage Limit d. Natural Moisture Content e. Bulk and Dry Density f. Specific Gravity g. Void Ratio h. Free Swelling Index i. Unconsolidated Undrained Triaxial Shear Test j. Direct Shear Test k. Consolidation Test l. Crushing Strength of rock samples m. Slake durability of rock samples n. Porosity of rock samples o. Grain Size Analysis p. Atterberg Limits q. Triaxial Test r. U.C.C. Test	Per borehole	8 Nos.		
3.1	Cost of laboratory tests as mentioned in the scope of work for every additional borehole (in excess of 8 nos.)	Per borehole			
	Total Cost			Rs.	
	GST @18%			Rs.	
	GRAND TOTAL			Rs.	
(Rupees.....only)					

Note:

- The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document. **There is No need to submit Financial Bid in hard copy, Submission of Financial Bid in Hard Copy will lead to rejection of Bid.**
- Billing will be as per actual BOQ.**
- The quoted rate filled in Summary of Costs mentioned above, shall take into account all expenses including all remuneration of personnel's, reimbursable expenses, survey vessel

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hiring charges and equipment charges, out of pocket expenses and any other cost which the Consultant may incur during the course of the project except applicable GST as per law.

4. All payments shall be subject to deduction of taxes at source as per applicable law.
5. GST or any other applicable taxes as per law shall be paid on submission of Proof of GST payment.
6. No escalation on any account will be payable over and above the Total Financial proposal.
7. All payments shall be made in Indian Rupees.

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ANNEXURE – XVII
FORMAT FOR ADVANCE PAYMENT BANK GUARANTEE

M/s WAPCOS Limited,
76-C, Sector 18,
Gurgaon-122015.

In consideration of WAPCOS LTD. (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) with its Registered /Head Office at _____ (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 _____ (hereinafter called " the contract") and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs. _____ (Rupees _____ only) as an advance against bank guarantee to be furnished by the Contractor.

We, _____ (name & address with issue branch mail id of bank) having its Head Office at _____ (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 immediately 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. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this 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 vary the advance or 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

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effect of relieving the Bank.

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

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

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/S _____ 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 the validity of the guarantee).

Dated this _____ day of _____ at New Delhi.

WITNESS

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(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Signature)

(Name)

(Designation with bank stamp)

Attorney as Power of Attorney

No. _____ dt. _____

Note: The bank guarantee shall be released after successful completion of the assignment.

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Fig 1: View of proposed Campbell Jetty area and vicinity of the Project location

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Fig 2: Proposed Geo-Technical Investigations locations at (Campbell Bay) the Project Area