NOTICE INVITING TENDER (NIT)

WAP/AP/2025/02/02 **Dated: 24.02.2025**

WAPCOS LIMITED invites online tenders for "Selection of Agency for Conducting Detailed Topographic Survey of the project area **by DGPS on LCS basis** from the Reputed, Resourceful, Experienced and eligible Consultant Firms for the work **Preparation for Detailed Project Reports (DPRs) for Construction of Drinking Water Supply Projects in East Godavari District, Andhra Pradesh – Package 2"**.

1. Online Bids are hereby invited by WAPCOS Ltd., GURUGRAM (herein after referred to as "Employer") from reputed and experienced firms/ companies/ agencies (herein after referred to as "Bidder").
2. Full details, specifications, terms and conditions of work shall be available in the Tender Document for above NIT, which can be downloaded from helpdesk-gem@gov.in or www.gem.gov.in.
3. The Bids shall be addressed in the following address:

   Chief Engineer-L1 (INFS-III)
   WAPCOS Limited,
   76-C, Sector 18, Institutional Area,
   Gurugram, Haryana-122015
   Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
   Contact No: 0124-2397391

4. WAPCOS reserves the right to reject any one or all the Bid(s) without assigning any reason thereof. Incomplete & conditional Bid and Bid received after the stipulated date & time shall be summarily rejected.
5. In case of any dispute, decision of CMD, WAPCOS will be final and binding on both parties.
6. Joint Venture/ Consortium/ any kind of association shall not be allowed.
7. Earnest Money Deposit: Earnest money amounting **to Rs. 20,000/-** is payable in the form of DD/FDR. Non-submission of EMD may cause rejection of Bid.

   Note: Exemption in EMD by Micro & Small Enterprises registered and NSIC:

The companies who are registered with micro & Small Enterprises are exempted from the submission of EMD on submission of requisite proof in the form of valid certification from MSME and/or NSIC.

8. The bidder should have sufficient experience in topographical, hydrographic, alignment, cross-sectional, L-section and contour survey work using DGPS, Drone & Lidar in India.
9. The bidder shall furnish along with the Bid, details of the complete company profile, relevant experience, list of similar works executed along with the cost of contracts, the personnel and equipment proposed for carrying out inspection works authority as indicated under the Eligibility Criteria and Other Document.
10. The Bid submitted by the bidder shall be valid for a period of 120 (One Hundred and Twenty) days from the last date of submission of Bid.

11. ELIGIBILITY CRITERIA

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

I. The Bidder should have valid Company Registration Certificate or Trade License, PAN Number, GST Registration Certificate, IT Return for last 5 (Five) years.

II. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any)

III. Average Annual turnover of related services during last **3 (three) years FY'2021-22, FY'2022-23, FY'2023-24)** ending 31st March of the previous financial year, should be at least **Rs. 5.00 lakhs.** The turnover, profit, net worth certificate must be certified by the statutory auditor of the firm/company.

IV. Audited Balance Sheet for last 5 (Five) financial years ending 31st March 2024 is to be enclosed. Year in which no turnover is shown would also be considered for working out the average.

V. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last five financial years ending March 2024. The financial details as stated in (iii) and (v) above are to be duly certified by the Chartered Accountant as per Annexure II. The certificate must have a Unique Document Identification Number (UDIN).

VI. The agency should submit bank solvency certificate from any Nationalized / Scheduled bank amounting to **Rs. 4,00,000/- (Rupees Four Lakhs)** after the date of publication of tender document. Further, the Solvency Certificate shall be addressed to the Tender Inviting Authority mentioning the name of the Work in the Solvency Certificate.

VII. The bidder should have sufficient experiences in topographical alignment, cross-sectional, L-section and contour survey work using DGPS in India within last 7 years, preferably for Water Supply Projects, water resource projects owned by Central and State Govt. Organizations / PSUs. Necessary completion certificate / along with work order from the executing authority/ client is to be produced in support of the above criteria.

VIII. The agency must own at **least 4 sets of Survey Equipment (DGPS)** in order to have better accuracy and speed during the survey work. Document of ownership certificate of DGPS in favour of the bidder is to be uploaded at the time of tendering.

IX. The bidder must have successfully executed/completed similar services, over the last 7 years from the date of publish.

Three similar projects, costing more than or equal to **Rs. 4,00,000/-**

OR

Two similar projects, costing more than or equal to **Rs. 5,00,000/-**

OR

One similar project, costing more than or equal to **Rs. 8,00,000/-**

Similar services mentioned above means experience in topographical alignment, cross-sectional, L-section and contour survey work. Copy of Work order/Agreement and completion certificate in support of above is to be submitted.

X. The participating bidder should not have been blacklisted during last three years by any Government Department/ Organization or any Public Limited Company as on date. A declaration to this effect is to be made by bidder as per ANNEXURE - IX

1. Time of Completion:

The time of completion for the entire work is 1 (one) month from the date of award of work order.

2. Date & Time Schedule: -

Sl. No.	**Particulars**	**Date & Time**
1.	Date of issue of Notice inviting bid	19.03.2025 at 04:30 P.M.
2.	Period of downloading of bidding documents	19.03.2025 to 29.03.2025 (upto 12:30 P.M.)
3.	Bid Submission Closing Date	29.03.2025 at 02:30 P.M.
5.	Technical Bid Opening Date	29.03.2025 after 03:00 P.M.
6.	Financial Bid Opening Date	Will be intimated later to the shortlisted Bidder

Mode of Submission: Technical Bid –Technical Bid must be uploaded online and is also to be submitted in hard copy at Chief Engineer-I (INFS-III), Gurugram WAPCOS Limited, and 76-C, Sector 18, Institutional Area, Gurugram, and Haryana-122015

Mobile No. - 0124-2397391 by 06/03/2025 (up to 02:30 hrs.).

Financial Bid – Financial Bid has to be submitted online only.

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram, Haryana-122015
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CHAPTER I

GENERAL SCOPE OF WORK OF SUCCESSFUL BIDDER

1.1 Scope of Work:

The project pertains to a drinking water supply scheme in the erstwhile East Godavari district of Andhra Pradesh, which now comprises East Godavari district, DRBA Konaseema district, Kakinada district, and Alluri Sitharama Raju (ASR) district. The agency has to carryout survey only for newly formed **East Godavari districts.**

A detailed topographical survey will be conducted using DGPS for the proposed pipeline network. The exact quantities of survey work required are currently unknown; however, a tentative detail of the survey work involved is provided below:

- Length of Trunk Main = 650 K.M.
- Number of Overhead Balancing Reservoirs (OHBR) = 16 No's
- Number of Ground level Balancing Reservoirs (GLBR) = 5 No's
- Number of Sumps and Pumphouses = 6 No's
- Number of Habitations= 227 No's

Note- The Grid/contour survey of OHBRs/ GLBRs/ Sumps and Pumphouses land site has to be conducted. The agency have to take elevation points only for the OHSRs at the time of strip survey. These elevation points at OHSRs site shall be distributed in such a way that they give representative elevations of the site. Minimum 4-5 points must be taken for each OHSR site.

i. Topographical survey work shall include all areas required for temporary and permanent works, including pipeline alignments, pumping station, intake, off-take at etc., as directed by the WAPCOS. All instruments and tools to be used in the survey shall be checked and calibrated for accuracy and proper performance in advance of the operation. The records and data of survey conducted shall be recorded in an orderly manner including such information as survey points, Temporary Bench Marks (TBM) preferably at Grama Sachivalayam, Service Reservoirs or any other Government Permanent structure as per standards of Survey of India, date and time of survey, the survey readings. This information shall be provided in the form of field and calculation books, and plans to scale as directed by the RWS & S Department.

ii. Control points should be established at every 5 km interval along the identified route using double frequency DGPS.

iii. Agency has to record Elevations in road network/ distribution system of each habitation. These elevation points shall be preferably road junctions and they shall be distributed in area of habitation in such a way that they give representative elevations of the area. Minimum no. of elevations points to be recorded based on population of habitation is given below:

Category of habitation	Population of habitation	No. of elevation points in each habitation
A	< 500	20
B	> 500 & <2000	40
C	> 2000	60

iv. Levels should be left on the control points.

v. Survey shall be carried out along the proposed alignment for taking L Sections along the proposed route. Agency shall cause to take levels at every 20 m interval and strategic points like Curves, Junctions, valleys, Ridges (Change of direction Vertical/ Horizontal) location of valve/ Valve chambers and other components etc.

vi. Longitudinal Sections detailing, such as

- General Chainage and particular chainages for below / above ground lengths of pipe work, all bends, branches, anchor / thrust blocks, and valves.
- Pipe type, diameter and invert levels of pipe.
- Crossings of other utilities including drainage and culvert systems including cover level or invert levels as appropriate.
- Final ground levels Including valve chamber with reference number
- Anchor / thrust block reference number

vii. Conducting contour survey for the proposed sites of pumping stations & reservoirs, Treatment plants etc.

viii. The Agency shall determine the approximate soil strata along pipe lines and locations of various structures and treatment plants for providing a representative analysis of the soil strata.

ix. Mention soil type approximately at all points along with levels

x. Land Acquisition Requirements: Assessment of Requirement & availability of Right of Way for proposed water transmission mains, land acquisition requirements for various structures and treatment plants.

xi. Survey team will have to work in coordination with the site team of client and update the progress daily or as and when required

General Conditions:

i. Before quoting the rates, the agency shall fully acquaint themselves with the site conditions in regard to accessibility of site, and all such factors which may affect satisfactory execution of the work. No claim what so ever shall be entertained due to any difficult site conditions over and above unit rates quoted by the survey agency.

ii. The quoted rates shall include the cost of labour, equipment, boats etc. required for work, construction of site office etc. complete. Nothing extra shall be paid on any account whatsoever and above the rates quoted by the agency for relevant item of schedule of quantity.

iii. Service Tax/Income Tax/GST and any other tax applicable shall be recovered at source from bills of the agency as per prevailing tax structure of GNCT of Delhi.

iv. WAPCOS shall not be responsible for any mishappening/loss/damage of equipment or human resource or due to some natural calamities caused during the course of the work. The agency shall be fully responsible and shall take full care of any mishappening, accident, disaster, or any unforeseen circumstances while doing survey work. Any consequential legal/financial/judicial matters shall be full liability of the agency. WAPCOS Ltd. shall not be liable in whatsoever manner.

v. Survey data & drawings shall be the copy right of the WAPCOS Ltd. In no way the Survey agency shall supply or use these maps and drawings to any other agency or for any other work.

vi. The agency shall make his own arrangement for filtered and unfiltered water and lighting etc. as per requirement at his own cost.

vii. All the work should be done in consultation with WAPCOS Ltd and should be carried out on behalf of WAPCOS Ltd.

Additional Conditions:

i. Survey agency shall depute qualified (having at least II Certificate) and competent Engineers/Surveyors to carry out the work and shall be available at site during work.

ii. Survey agency shall fix Temporary Bench Marks before starting the Survey work and the same shall be got approved from concerned authority.

iii. Part drawings on a suitable scale shall be supplied by the agency for verification, while the survey work is under progress.

iv. Survey agency shall submit the daily progress report of work so as to monitor the progress of work done as per time and activities schedule (Pert Chart) submitted by the agency.

v. Survey agency shall not sublet the work to a third party.

vi. Survey outputs shall be in the form of Auto CAD drawings.

vii. Draft Submission: One hard copy of all drawings prepared on the final scale as acceptable to the Engineer- in-Charge, shall be submitted in colour for verification alongwith all these drawings in soft copy (AutoCAD, etc.)

viii. Final Submission: Subsequently five hard copies reports in colour shall be submitted after incorporating corrections/changes, if any, suggested by WAPCOS Ltd.

The agency shall submit the final reports along with drawing as indicated below:

- Full size (A-1) copy : 2 sets
- Reduced size (A-3) copy : 3 sets
- Soft Copy : 5 set

ix. WAPCOS Ltd. reserves the right to terminate this agreement anytime during course of the work, if (i) the progress of the work is not found satisfactory as per the time frame, (ii) the work being done is not found of desired quality as per nomenclature of items and terms and conditions, in such an eventuality the payment due to the agency shall be forfeited.

1.2 DELIVERABLES

a) Surveying agency shall supply 5 sets of all final drawings of Surveyed area including five sets of soft copies in Pen drives in Auto CAD and PDF formats.

b) Layout plan with all details should be submitted in soft and hard copies

c) Contour map with 0.5 m interval should be submitted in soft and hard copies

d) Final Report (5 copies & soft copy to be submitted)

1.3 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Sl. No.	Designation of Key Personnel	Educational Qualification	Professional Experience
1	Team Leader Cum Project Coordinator (01Person)	• Graduate in the Civil Engineering. • GPS and its technology. Knowledge of Remote Sensing and GIS	Managed at least two similar projects of detailed survey equivalent to 500km. At least 07 years of experience in relevant field of detailed Survey.
2	Engineer (02 Person)	• Graduate in the related fields. • GIS software Knowledge of Web GIS	Managed at least two similar projects At least 5 years of experience in relevant field.

3	Field Engineer / Surveyor / Operator (6 Person)	• BE Civil Sound understanding of detailed survey requirements	3 Years' experience of carrying out similar detailed surveys

The Key Personnel shall be present at site to receive instruction and shall be the point of communication on behalf of the bidder. Other non-key experts and technicians shall be deployed to commensurate with progress of work at site duly ensuring the stipulated time of completion.

1.4 TIME FRAME

A. The survey drawings are to be submitted simultaneously after maximum 3 days of completion of survey for each town. The total time for completion shall be limited to 1 months from of the date of award of work.

B. Mobilization of manpower and machinery complete should be done within 7 (seven) days of Issuing Work order to the successful bidder.

C. The successful bidder should mobilize minimum one team for each town for simultaneous progress of work.

D. Each team should comprise of one Team Leader and at least two Surveyors with requisite support staff.

1.5 EXTENSION OF TIME

The time allowed for execution of the work(s) is 1 (one) month from the date of signing of Agreement.

Time is essence of the contract in case the work is delayed for justifiable reasons included under force majeure or other such reason beyond the control of the Agency, the Agency will write to WAPCOS, reason for such delay and request for an extension of date of completion without penalty. Such a communication must reach to WAPCOS within seven (7) days of noticing or realizing the reason for delay. Upon receiving the request for extension of time, WAPCOS will examine in detail the reason for delay and the probable extended date as requested for. In case WAPCOS is convinced about the reason, an extension of time shall be granted within fifteen (15) days of receiving such request to the contractor without any additional claim for negotiating with the delay either to the Agency or to WAPCOS.

CHAPTER II

INSTRUCTIONS TO BIDDERS

1. BIDDING DOCUMENT

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

2. FINANCIAL BID

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

Note:

A. The rates should be inclusive of all taxes as applicable but excluding GST and nothing extra will be paid over and above the contract price. GST shall be paid extra as per prevailing rates only after the submission of receipt of payment of GST

B. The rate shall be firm and no variation shall be allowed on any account whatsoever.

C. Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of India or any subdivision thereof or any tax authority therein upon the Bidder {Successful bidder (i.e. L1) to whom the work is awarded by WAPCOS} and his staff, shall be paid and / or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.

D. Rate will be inclusive of taxes labour cess, etc. complete.

E. Conditional bid shall be rejected.

3. BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 120 (One hundred Twenty Days) days from the date of opening of the quotations.

4. BID EVALUATION

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

in technical evaluation shall be considered for opening of financial proposals. The bidder who quoted lowest rate (L1) shall be awarded the work.

5. BID OPENING

The technical bids will be opened as per clause given in page 3. If the day happens to be a holiday, it will be opened on next working day at same time. Financial bids of only those bidders will be opened who qualifies technically and date of opening will be intimated later.

6. AWARD OF WORK

The work (contract) will be allotted to the bidder whose bid has been determined to be technically qualified and who has offered lowest evaluation bid price.

7. PERFORMANCE SECURITY

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

8. SECURITY DEPOSIT

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

9. LIQUIDATED DAMAGES (LD)

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

10. PAYMENT TERMS

Payment shall be made scheme wise. The Sequence of Payment shall be as such:

- **50% of the work value on submission of Draft Survey Drawings for the project.**
- **50% of the work value on submission and approval of the Final Survey Drawings for the project.**

2. The bidder acknowledges that under the current contract WAPCOS is only working as intermediately between the Client and the Bidder. Thus, the Bidder unconditionally acknowledges that the payments under the present contract shall be made proportionately

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

3. The Bidder shall comply with the laws and taxes as applicable.

4. Payment shall be made in INR. Payment shall be made after deductions of applicable taxes, duties etc.

5. All Payments shall be released after receipt of corresponding payment by WAPCOS from the client.

11. APPROXIMATE VALUE OF CONTRACTS:

Approximate value of the contract is Rs. 10,00,000/- (Ten Lakhs only excluding all taxes/GST but not limited to the estimated value (variation ±10%). Payment will be made as per actual measurement done at site at the time of execution.

12. PROGRAMME

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

13. AGENCY (SUCCESSFUL BIDDER) SUPERINTENDENCE AND OBLIGATIONS

- The bidder shall mobilize the team to the sites within 3 days from issue of Letter of Award of work.
- The successful bidder shall be fully responsible for work carried out during the project and other related studies and this should be complete, adequate and workable.
- The successful bidder shall have to remove all unused materials, debris etc. if any, after conducting sub soil exploration at site at their own cost and risk as per instruction of WAPCOS representative. Otherwise, penalty@1% of agreement amount will be deducted before making final payment to them.
- The successful bidder is liable to WAPCOS as WAPCOS is liable to the CLIENT for carrying out the PROJECT related activities.
- The successful bidder shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employer's authorized representative for field activity.

- The successful bidder shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.
- The team personnel proposed for this project must have desired experience in respective areas of work.
- The successful bidder shall be responsible for the safety of the manpower engaged at site.

14. INSURANCE

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

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

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

15. NO ESCALATION PAYABLE

No escalation charge or additional amount whatsoever shall be paid to the Consultant/ Agency. In case, any delay occurs due to local hindrance the Agency (Successful Bidder) shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The contractor shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

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

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

16. SETTLEMENT OF DISPUTES

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

- Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, and then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/ Sub-Consultant Sub-Contractor and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract Agreement Work Order/ Arrangement between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/ Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- The place/ seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be

governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

17. FORCE MAJEURE:

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

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

The agreement shall be effective from the date of issuance of LOA through GEM and shall remain in force till the approval survey from client or receipt of payment from client or 31st December 2025, whichever is later.

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

19. DECLARATION FORM FOR DEBARREDNESS:

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

20. GENERAL CONDITIONS:

- Proposal Document shall be a self-contained one and no reference to any previous submissions will be permitted
- All the pages of the Proposal Document shall be signed and numbered serially e.g. page number 15 of the document containing total 50 pages shall be numbered as 15/50

- If any information in the Proposal is missing or not clearly specified or found ambiguous, it will be assumed that the tenderer is not in a position to supply/share the information and therefore will be evaluated accordingly
- Proposal Document shall not include any financial conditions and Proposal containing such conditions shall be liable to be rejected.
- Any direct or indirect attempt made to influence WAPCOS in deciding the results of the tender will result in disqualification of the agency.
- Submission of Proposal, by itself, does not guarantee any consideration for appointment of the firm with WAPCOS and the same shall be governed by the qualifying criteria
- If the firm does not commence the Services within the period specified at the time of agreement or fail to deliver the desired results, WAPCOS may, declare this Agreement to be null and void, with a prior notice of one week and services of the firm will be terminated. In case of unsatisfactory performance, WAPCOS shall have the right to terminate the contract and get the work done from open market at the firm's risk and cost.
- WAPCOS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders (S) or any obligations to inform the bidder or bidders(S) of the ground of the employer action

INSTRUCTIONS FOR ONLINE BIDSUBMISSION

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:

helpdesk-gem@gov.in or www.gem.gov.in.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL: helpdesk-gem@gov.in or www.gem.gov.in. by clicking on the link "Online bidder Enrollment" on the GEM Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique Username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GEM Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GEM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GEM Portal..
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the GEM Portal to intimate the

bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. Bidder should prepare EMD as per the instructions specified in the tender document.
5. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
6. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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.

ANNEXURE – I

FORM FOR QUOTATION

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gururgram , Haryana-122015
Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
Contact No: 0124-2397391

Subject: - **Selection of Agency for Conducting Detailed Topographic Survey of the project area by DGPS for Preparation for Detailed Project Reports (DPRs) for Construction of Drinking Water Supply Projects in East Godavari District, Andhra Pradesh'**.

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

This price will remain valid for 120 (One Hundred and Twenty) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

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

Signed this day of_ 2025

Signature and seal of bidder or authorized representative

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

ANNEXURE – II

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

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

Sr No	Year	Annual Turnover
1	2023-24	
2	2022-23	
3	2021-22	
	Average	

Supporting documents to be enclosed.

(Certification of the Chartered Accountant)
(Signature of the Bidder with seal)

UDIN: ……

ANNEXURE – III

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

ANNEXURE – IV

LIST OF TECHNICAL PERSONS TO BE ASSIGNED FOR THE WORK

PAGE OF

Sl. No.	Name	Assigned Position and period of Service with the Firm	Qualification	Years of Experience

ANNEXURE- V
FORMAT OF CURRICULUMVITAE FOR THE PROPOSED TEAM MEMBERS OF CONSULTANT'S TEAM

1. Name: -

2. Profession/Present Designation: -

3 Date of Birth: -

4. Years with firm/Organization

5. Area of Specialization: -

6. Proposed Position of Team: -

7. Key Qualification: -

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

8. Education: -

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

9. Experience: -

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

10. Languages known: -

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

Signature of Staff Member

Date: -…….

(Page Limit for CV is 5 pages)

ANNEXURE- VI

LIST OF SURVEY EQUIPMENTS AVAILABLE WITH THE FIRM AND PROOF OF OWNERSHIP

ANNEXURE – VII

SIMILAR WORKS EXECUTED DURING LAST 7 YEARS / WORKS IN HAND

Years	Name of Client	Name of Project & Work Status	Value of Work (Rs. Lakh)	Scope of Services, Work Order and client Certificate References

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

ANNEXURE – VIII

SELF-DECLARATION (CONTINUED)

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

Date:

(Signature of Applicant)

Place:

ANNEXURE – IX

Undertaking by the Bidder

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram , Haryana-122015
Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
Contact No: 0124-2397391

In response to your Notice Inviting Tender vide no. _____Dated _____ for

'**Selection of Agency for Conducting Detailed Topographic Survey of the project area by DGPS for Preparation for Detailed Project Reports (DPRs) for Construction of Drinking Water Supply Projects in East Godavari District, Andhra Pradesh**', the undersigned being as the (Designation) of _____ (Name of the Company) is hereby undertaking that our organization _____ (Name of the Company) is having unblemished past record and has not been declared blacklisted / ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any client organization and in addition to this it is being declared that the information furnished in our bid is true to best of my knowledge and the officials engaged in this project have never been subject to any type of disciplinary/ vigilance proceedings.

Name and Address of the Firm:

_____

Authorized Signatory:

_____

Seal of the Company:

ANNEXURE – X

Bid Security Declaration

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

Date:
Tender Number:

To:

We, _____(Name of the Bidder) understand that, according to bid conditions, Bids must be supported by a Bid Securing Declaration.

We, the Bidder hereby declare that, if we are in breach of any of our obligations(s) under the bidding conditions as brought out below, our bids for any work whose originally scheduled date of bid opening/actual date of bid opening falls within 2 (Two) years reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive.

1. If after Bid opening, we withdraw the Bid during the period of Bid validity specified; Or

2. If we do not accept the correction of arithmetical errors of the Bid prices; Or

3. If we, having been notified of the acceptance of the Bid by WAPCOS Limited during the period of Bid validity;

   a. fail or refuse to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or
   b. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders,

Or

4. In any other case specifically provided for in ITB

Signature _____
Name of the Bidder_____
Name and designation of the person duly authorized to sign the Bid on behalf of the Bidder_____

Date signed_____ day of_____

ANNEXURE – XII

FORMAT FOR INTEGRITY PACT

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

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

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

Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that
I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

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

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

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

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

Yours faithfully,
Date: (Signature, name and designation of the Authorized signatory)
Place: **Name and seal of Bidder**

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

FORMAT FOR INTEGRITY PACT

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

BETWEEN

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

AND

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

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

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during

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

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

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

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

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

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

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

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

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

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents,

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

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

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

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

Article 3: Consequences of Breach

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

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

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

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

Place:

Dated :

ANNEXURE – XIII

PRICE BID

Date:……..

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram, Haryana-122015
Email: wapcos.rud@gmail.com, **&** commercial@wapcos.co.in
Contact No: 0124-2397391

Subject: Financial offer for Topographic Survey for Preparation for Detailed Project Reports (DPRs) for Construction of Drinking Water Supply Projects in East Godavari District, Andhra Pradesh -–Reg.

Sir

We, _____, here with enclose our duly signed & stamped quotation including GST for the above mentioned work.

We further undertake to accept the Terms and Conditions as per the Letter of Invitation addressed to us, and Terms of Reference (TOR). The signed and duly stamped copy of Terms of Reference (TOR) is enclosed herewith as a token of acceptance of the terms and conditions as stipulated in Terms of Reference.

Thanking you,

Yours Sincerely

Authorized Signatory

Name, Designation & Address

Price Bid/Quotation

Date:…….

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gururgram , Haryana-122015
Email: wapcos.rud@gmail.com, **&** commercial@wapcos.co.in
Contact No: 0124-2397391

Subject: Financial offer for Topographic Survey for Preparation for Detailed Project Reports (DPRs) for Construction of Drinking Water Supply Projects in East Godavari District, Andhra Pradesh - Reg.

Sir,

With reference to your letter of invitation addressed to us, we undertake to provide execution services under terms and conditions mentioned in the Terms of Reference (TOR) for the following work at the rate quoted, on the estimated cost or the actual cost of the project implemented whichever is lower.

Sl.NO.	Description of Work	Quantity	Unit Rate	Final Amount In Figures (Excluding GST)	Final Amount In Figures (Including GST)
1	Description of Items and Quantity attached as **Annex-xiv**				

Yours Sincerely

Authorized Signatory

Seal of the Company **Name, Designation & Address**

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at WAPCOS:

WAPCOS Contact Person	**Deputy Chief Engineer,(INFS-III) Gurugram**
Telephone / Mobile	**+91-9818364789**
Email ID	wapcos.rud@gmail.com, & commercial@wapcos.co.in

ANNEXURE-XIV : ITEMS FOR TOPOGRAPHICAL SURVEY WORKS AT EAST GODAVARI DISTRICT DRINKING WATER SUPPLY SCHEME					
Sl. No.	**DESCRIPTION OF ITEMS**	**UNIT**	**QUANTITY (Approx.)**	**UNIT RATE**	**Total Amount**
1	**Carrying out extensive topographical survey by using RTK-DGPS with high accuracy for :**				
A	Trunk Mains with Control points at every 5 km interval	Km	650		
B	OHBR	Nos	16		
C	GLBR	Nos	5		
C	Sumps and Pumphouses	Nos	6		
D	Habitations	Nos	227		