

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

NOTICE INVITING TENDER

for

**Appointment of agency for carrying out Topographical
Survey for Solapur Underground Sewerage Scheme
(AMRUT 2.0) - Retender**



WAPCOS Limited
S02, D Block, 4th Floor,
Modi Business Park, Ghodbunder Road,
Sai Nagar, Kasarvadavali, Thane West,
Thane, Maharashtra 400615
wapcosmumbai@yahoo.co.in

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

NOTICE INVITING TENDER (NIT)

NIT No: WAP/WR/TNA/2023/02

Date: 17/05/2023

Sub: Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

WAPCOS Limited is a MINI RATNA-I Public Sector Enterprise under the aegis of Union Ministry of Jal Shakti, incorporated on June 26, 1969 under the Companies act, 1956; WAPCOS is a technology driven consultancy and EPC organization with strong global presence in the field of Water, Power and Infrastructure sectors in India and Abroad.

“Online Electronic Tenders” are hereby invited by the Chief Engineer L-II (Thane) S02, D Block, 4th Floor, Modi Business Park, Ghodbunder Road, Sai Nagar, Kasarvadavali, Thane West, Thane, Maharashtra 400615 Email- wapcosmumbai@yahoo.co.in (hereinafter referred to as “Employer”) from reputed and experienced firms/companies/agencies (hereinafter referred to as “Bidder”) for the work as per the following details:

1.	Name of Work / Project	Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender
2.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	GEM Portal (https://gem.gov.in/)
3.	Approximate Consultancy Fees	Rs. 6,75,000/- (Excluding GST)
4.	Amount of Earnest Money Deposit	Rs. 13,500/- (Rupees Six Thousand Seven Hundred only) through Online Payment into following WAPCOS Account Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000283 IFS Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana
5.	Tender Fees	Rs. 2,000/- (in form of DD in favour of WAPCOS Limited payable at Gandhinagar and it is non-refundable) or through Online Payment into following WAPCOS Account Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000317 IFS Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana
5.	Tender Fees/ EMD Exemption	Exemption in EMD and tender fees for Micro & Small Enterprises registered with NSIC/MSME: The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD/ Bid security deposit/tender fees on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/service. Udyog Aadhaar Memorandum are

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

		also entitled for the above exemption for which submission of valid memorandum certificate is must
6.	Project Completion Period	Contract Period:- 3 Months including Monsoon from the date of work order
7.	Validity of Bid/Tender	120 Days from Bid Opening date
8.	Site Visit	Not mandatory
9.	Pre Bid Meeting	No. However, Bidder can send their queries, if any within 2 days from Date of Publishing of NIT on CPPP Portal to wapcosmumbai@yahoo.co.in . Pre-Bid Queries received later than 2 days, shall not be entertained and replied. WAPCOS will upload the Pre-Bid Queries Reply on e-tendering portal & WAPCOS website.in advance before the start of meeting.
10.	Last date & time of Procurement / download of tender Document	02.06.2023 05:00 PM
11.	Offline Submission of Original Documents (Hard Copy)	02.06.2023 05:00 PM in the office of Chief Engineer L-II, Thane S02, D Block, 4th Floor, Modi Business Park, Ghodbunder Road, Sai Nagar, Kasarvadavali, Thane West, Thane, Maharashtra 400615
12.	Last date & time for online submission of Technical & Financial Bid	02.06.2023 05:00 PM
13.	Online opening of Technical Bid	03.06.2023 05:00 PM
14.	Online opening of Financial Bid	Will be Intimated to Technically Qualified Bidders.
15.	WAPCOS Communication address during Tendering and execution of works	Chief Engineer L-II , Thane S02, D Block, 4th Floor, Modi Business Park, Ghodbunder Road, Sai Nagar, Kasarvadavali, Thane West, Thane, Maharashtra 400615 (Mob. No. 9819726801 / 9527121232) E-mail: wapcosmumbai@yahoo.co.in

- Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available on the [GEM portal](#) The prospective bidders are advised in their own interest to regularly check the designated website for any further information related to this tender.
- The technical and financial bids shall be uploaded on the GEM portal. In case the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.
- The Employer reserves the right to reject any one or all the offers submitted in response to this advertisement without assigning any reason thereof.
- All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- All information submitted in response to this Notice Inviting Tender (NIT) shall be the property of WAPCOS Limited and it shall be free to use the content of the same at its will.
- The Bidder shall have to register with [GEM Portal](#) to participate in e- tenders.
- The Technical evaluation will be based on the similar work experience, reputation of the firm, establishment etc. of the applicant, their financial capabilities, quality consciousness, etc. Decision of WAPCOS regarding selection / rejection for appointment will be final and binding and no further Correspondence will be entertained. The selected agency will be informed through post/ mail.
- WAPCOS will not be responsible for any delay in receiving the proposals. The issue of this NIT does not imply that WAPCOS is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and WAPCOS reserves the right to accept/reject any or all of proposals submitted in response to this NIT document at any stage without assigning any reasons whatsoever. WAPCOS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the NIT Application.

For and on behalf of WAPCOS LIMITED

Chief Engineer L-II (Thane)

SECTION-I
INSTRUCTION TO THE BIDDER

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

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:

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

2. –Deleted–
3. –Deleted–

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

4. ELIGIBILITY CRITERIA

The Bidder must fulfil the following Minimum Eligibility Criteria for getting qualified and shall submit the Document required in support of the eligibility criteria.

S. No.	Eligibility Criteria	Document required
1	The interested Bidder shall be Proprietor/ Partnership Firm/ Indian Registered Company under Companies Act 1956/2013. Copy of Partnership Agreement/ Certificate of Incorporation/ Registration shall be submitted along with a copy of address proof.	Incorporation Certificate with Address Proof
2	The Bidder shall be in operation for Minimum 5 years from the Last date of submission of Tender	Incorporation Certificate
3	The Bidder must possess GST Registration Certificate, PAN No.	GSTIN Registration PAN Card
4	<p>The Bidder shall have Annual Average Turnover of last 3 financial years ending on 31.03.2022 of at least 50% of the amount put to the tender Audited balance sheet of last 5 years shall be submitted.</p> <p>Note: Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. <u>Any such certificate must carry the UDIN (Unique Document Identification Number)</u></p>	<p>Turnover certificate duly Signed by Statutory Auditor/ Chartered Accountant bearing UDIN No. Form-4</p> <p>Audited Balance Sheets</p>
5	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 2022. Profit and Loss statement of last five financial years ending March 2022 attested by the independent Chartered Accountant is to be enclosed.	P&L Statement duly certified by Statutory Auditor/ Chartered Accountant Form-4
6	<p>The Bidder shall have Minimum Solvency of 40% of the amount put to the tender.</p> <p><u>The solvency certificate issued by the Nationalized/Scheduled Commercial bank should addressed to WAPCOS limited bearing name of works after the date of publication of NIT.</u></p> <p>The Original Certificate should be submitted by the Bidder. In case of the bidder being wholly owned subsidiary, the Solvency Certificate of parent company shall also be permitted.</p>	<p>Solvency Certificate issued by the Nationalized/ Scheduled Commercial Bank after the date of publishing of NIT Form-5</p>
7	<p>The Bidder shall have experience in similar works in last 7 Years as follows:-</p> <p>One similar work of consultancy fees not less than 80% of the estimated cost of work OR Two similar works of consultancy fees not less than 50% of the estimated cost of work OR Three similar works of consultancy fees not less than 40% of the estimated cost of work</p>	<p>Work Orders, Agreement and Completion Certificates. Form-6</p>

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

S. No.	Eligibility Criteria	Document required
	Similar Works: - Carrying out Topographical Survey for any Water supply /Sewerage scheme for any Central, State or Local Body authorities in India.	
8	The Bidder firm/ company including their constituents / sister / parent companies shall not be blacklisted by any Government department/Public Sector Undertaking in the last Five years.	Declaration on Letter Head Form-10
9.	The Agency shall have minimum 2 nos. of ETS (Electronic Total Station Machine)/ DGPS equipment's	Proof of Owning the Equipment
10.	The Agency must have office in Maharashtra on the date of Publication of NIT.	Proof of Office shall be submitted
11.	All bidders should be registered on e-GEM portal.	The bidder should attach the proof of e-GEM portal registration

5. Joint Venture

Joint Venture is Not Allowed.

6. Amendment of RFP Documents

At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The amendments shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. Restrictions on submission of Proposals:

The Agency/ Bidder must submit only one proposal. If an Agency/ Bidder submits or participates in more than one proposal for this RFP such proposals shall be disqualified

8. Proposal Validity

Agency/ Bidder's Proposals must remain valid for the period of 120 days after the submission date. During this period, Agency/ Bidder's shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. WAPCOS will make its best effort to complete negotiations within this period. Should the need arise; however, WAPCOS may request Agency/ Bidder to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remains unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Agency/ Bidder who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Client shall not consider such proposals of such Consultants for further evaluation.

9. Technical Proposal (Envelop -1): Documents to be uploaded

The Technical proposal must be submitted online as per the instructions on the portal and in this RFP. All documents listed below should be uploaded on portal. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the proposal submitted by the consulting firm. Technical Proposal should be submitted in the format provided in Section-4.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

1. Form -1: Letter of Proposal submission along with Tender Fee Receipt and Power of Attorney
2. Form-2: Bank Guarantee for Bid Security/ EMD
3. Form -3: Information about Consultant's Firm (separate for each Joint venture firm)
4. Consulting firm's registration certificate
5. Consulting firm GST certificate.
6. Consulting firm EPF certificate.
7. MSME /NSIC registration certificate (consulting firm if claiming exemption in TF/ EMD).
8. Office Address Proof in the state of Maharashtra
9. Form - 4: Financial Turnover and net worth Certificate issued by CA along with Audited Balance Sheets.
10. Form - 5: Financial Information on Profit & Loss
11. Solvency Certificate issued after the Publication of NIT
12. Form -6A: Experience of the Agency/Bidder in similar Works as per Eligibility Criteria clause 4.0 with relevant Documents
13. Form -6B: Assignment / Project Details with relevant Documents (*Client Email id, Contact Number and Address is Must for verification of Certificates*)
14. Form-7: Description of Approach, Methodology for Performing the Assignment/Job
15. Form-8: No Conviction Certificate
16. Form-9: Integrity Pact & Integrity Agreement
17. Form-10: Declaration and Undertaking on Blacklisting
18. MoU for Association of Sub-Agency, Details of Sub-Agency etc., If any.
19. Any Other Document as specified in RFP Document.

10. Financial Proposal:

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document.

The estimated cost mentioned in NIT is based on on the scope of work of the project and Non-scheduled items as per the standard practice. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor/ Agency. The Goods and Services Tax (GST) shall be paid extra over quoted cost to Contractor/ Agency.

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor/ Agency on GST Portal "to avail Input benefit of GST".

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the Contractor/ Agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

Quoted amount by Contractor/ Agency shall be firm and fixed for Entire duration of Empanelment Period. The contract may be extended, according to the direction of authority, in this case the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to Contractor/ Agency to quote the rate accordingly.

Do not submit any Financial bid information at the time of submission of technical bid offline otherwise it will lead to rejection of bid.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

The financial proposal is to be filled by bidder in the excel file attached in CPPP/GEM portal. After that, same filled excel file, will be uploaded by bidder at the submission of Financial/Price Bid.

11. 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 the EMD as per the instructions specified in the tender document. 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.
- 5) 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.
- 6) 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
- 11) The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections.
- 12) The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections.
- 13) An authorized representative of the Bidders shall initial all pages of the Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 14) The Proposal submitted by the Bidder shall be straightway rejected without any intimation if the Technical Proposal contains any information/any kind of intimation related to financial proposal.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- 15) The Client shall not be responsible for delay/non encryption of submitted data/any issue with the online submission of portal.
- 16) Hard Copy of all the Original bid Documents shall be submitted to the office before the date and time mentioned in NIT.

12. Opening of Technical Proposal :

Technical documents of the consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who wish to attend as per the scheduled date and time. Evaluation of Technical Proposal shall be carried out as per Section-III of RFP Document.

13. 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.
International Bidders are requested to prefix +91 as country code
Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)
Policy Related - cphp-doe@nic.in
3. For any query regarding tender, the bidders may contact following official of WAPCOS Limited. However, any query shall be submitted in written form only for consideration.
Sh. Rajesh Laddha, Project & Manager, Thane Mob. 9819726801, 022-25892354

14. 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”
- Tender fee and EMD/ Bid Security Payment Receipt.
- Complete Technical Bid including **Original signed letters, Solvency Certificate, CA Certified Turnover Certificate, Integrity Pact & Agreement** & Signed, and Stamped Tender Document. Bid without the Original Solvency certificate, CA certified turnover certificate shall be liable to be rejected.

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)

Section-II

GENERAL SCOPE OF WORK FOR BIDDER & CONDITIONS OF CONTRACT

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

1. Background

WAPCOS intends to appoint an Agency for carrying out topographical Survey for water supply / Sewerage Scheme for which Detailed Project Report shall be prepared by WAPCOS.

2. Scope of Work

2.1 SCOPE OF SERVICES FOR ALIGNMENT SURVEY AND CONTOUR SURVEY

1. The bidder shall have to carry out reconnaissance and preliminary survey before route alignment survey with important ground features of the area.
2. Collection of existing Water Supply/ Sewerage scheme Structures like ESR/ GSR/ WTP/ Sumps/ STP/SPS/ Intake/ Pipelines etc. details
3. Temporary Bench Marks (BM) at approx. every 1.0 Km on permanent structures along the proposed route of pipeline i.e. within 50m side, shall be established and described. Additional bench marks shall be established near the major pipeline crossing sites, if any. The location map of benchmark establishment shall be submitted with level.
4. Survey work is to be started from GTS bench mark established by survey of India or available level nearby existing water supply head work, canal, etc.
5. The survey work will be carried out by Total station instrument or DGPS machine with high accuracy.
6. The survey work is to be done Geo-reference (Northing-Easting) and UTM projection.
7. All the topographical details including railway line, river, canal and road, building up to 30 m on either side of the proposed route of pipeline keeping in view of pipeline laying on route.
8. The Survey agency shall demarcate the all physical features i.e. building line, electric pole, tree, road, slum area, bridges, culvert, observed HFL/HTL etc.
9. The alignment survey shall be at 10 m interval along the propose route of pipeline project.
10. The survey agency shall take cross section survey of the natural drain, canal, river, etc. where proposed pipeline cross the river, natural drain, canal, etc.
11. Alignment shall be plotted on the Map with North being clearly indicated on each drawings. Northing and Easting shall also be properly marked.
12. The Agency shall also collect details of habitations like institution (Schools/ Colleges/ Universities), Commercial Complexes and Residential Population data enrooting the Water Supply/ sewerage Network including Details of RCC Road, BT Road, WBM Road, CC Road, Earthen Road etc.
13. The Agency/ Bidder shall provide vehicle Transportation facility for WAPCOS official during joint survey and site visits.
14. The contour survey to be carry out for proposed headwork/ STP/SPS/ Park/ River body Rejuvenation etc. at 25m x25m grid with all the topographical details like tree, telephone line, electrical line, canal, river, Revenue number boundary, etc. The contour plan is to be prepared on 1:500 scale with contour interval 0.5m interval.
15. Temporary benchmark to be established at the proposed location of the Headwork/ sub headwork of water supply / sewerage scheme with reference to GTS benchmark.
16. The railway crossing, road crossing, river crossing, canal crossing on the propose pipeline route to be measured 90 degree as possible.
17. Survey drawings shall be get approved from WAPCOS/MJP/PWD/Corporation.
18. In case of the faulty survey data, no payment shall be made to the Agency.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

19. The survey Agency shall also collect the Soil details (classification of Hard rock/ Soft rock/ Hard Murum/ Soft soil) upto 1m below the ground level only at every interval of 1 Km or visible change in strata required for preparation of estimates.
20. All field books, note books, CDs, drawings and other documents containing field data gathered during survey shall be handed over to WAPCOS, and contractor/agency shall have no claim or use whatsoever. The Agency shall not reproduce any data collected from the work in any form.

Note:-The Bidder is expected to either own or hire the required equipment, Instrument, Vehicle etc. and depute necessary Engineer/ surveyor/ Labour etc. at its own cost for completion of the scope of work as above.

2.2 SCOPE OF WORK FOR GEOTECHNICAL INVESTIGATION

Soil Investigation Report

- The Agency shall submit soil investigation report in English language. The final soil investigation report shall include complete compilation and consideration of all available data, in-situ and laboratory tests conducted Agency's interpretation and inference of result of shall in-situ and laboratory investigation. It shall include general description of site, geology of the area, soil investigation procedures, description and characteristics of soil and rock, sub-soil conditions, description and results of all in-situ and laboratory tests. The report shall also include drawings showing test locations, borehole logs, subsoil profile, load-settlement and time-settlement curves, tri-axial and unconfined compression test diagrams etc. The Agency shall ensure that all observations made during the field investigation and results of all laboratory tests are incorporated in the final report. The Agency shall perform adequate in-situ and laboratory tests to study and establish the properties of all sub-soil and rock layers.
- The report shall specify allowable bearing capacities at various depths considering strength and settlement criteria and estimated settlement for different sizes of foundations for given intensity of loading. The report shall include assessment of ground condition and indicate types of foundations to be adopted for different sub-soil, including existing fill if any, and rock strata. The report shall also include precautions and special measures, to be taken for design and construction of foundations, for example, precautions to be taken for construction of foundations/sub-structures in existing fill, if any, making keep excavations, dewatering etc. Prior to submission of final soil investigation report, the Agency shall submit draft final report for comments, if any, to the Engineer-in-charge.

3. Typical Time Schedule of Individual Work Execution

Sr. No	Stage	Report/ deliverable submitted	Timeframe from date of work order
1.	Alignment Survey & Contour Survey	Survey Maps & Drawings	20 Days
2.	Trial Pits, Soil Investigation	Geotechnical Report	20 Days

Note: The selected Agency has to complete all the work as per work order within stipulated time line.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

4. Penalties (Limitation of Liabilities)

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. WAPCOS/ Principle Client may review, monitor, and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, WAPCOS may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interlaid promptly re-do such engineering services at no additional cost to WAPCOS. In addition, WAPCOS may impose a penalty limited to 10% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion. For any delay in services, WAPCOS may impose penalty at 1% per week on the successful bidder upto the maximum 10% of total contract value. Thereafter, WAPCOS may terminate the contract with the successful Bidder.

5. Support provided by the Client/ WAPCOS limited

- i) Client will give access to all the required documents, correspondence & any other coordination support information associated with the projects as deemed necessary through Principle Client / Its representative through WAPCOS limited
- ii) WAPCOS shall provide letters for submission of various correspondences with various departments.

6. Review and Monitoring of the Assignment:

The performance of the selected consulting firm will be reviewed on the basis of work done against the time schedule of individual work. The Agency will prepare quarterly activity plans and share it with WAPCOS. A joint monthly review mechanism will be put in place and represented by members of WAPCOS and the selected Agency. The review of the progress and plan for future action will be decided therein. In case, WAPCOS/Principle Client has any objection, related to assignment deliverables, it will inform the agency in writing.

7. Infrastructure Facility to be Provided by the Agency:

- a. **Project Office & Accommodation:-** The Agency shall make its own arrangement for Office & accommodation of its Staff for carrying out the works in Solapur, Maharashtra.
- b. **Vehicles:** The Agency shall arrange its own vehicle for site visit of its staff for carrying out the works WAPCOS staff upon requirement. The consultant shall also make suitable Loading/ Boarding/ transportation arrangement for WAPCOS officials during site visits as and when required.

8. No. of Copies

- a) 1 Soft Copy & 4 nos, of Hard Copy of all Maps, Drawings, Reports etc.
- b) The Agency shall give the compiled softcopy of all Data/ reports scheme wise in a Pendrive of Minimum Capacity 32 GB to WAPCOS.

9. Period of Completion

The Contract Duration of the work is 3 Months including Monsoon period from the Date of issue of work order. The Agency shall be given LETTER OF INTIMATION OF START OF

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

INDIVIDUAL WORK/ ITEMS as per the schedule/ Priority of preparation of DPR by the employer within the overall contract duration.

However, the individual Item/ work shall be completed within the time period as given in **Table in clause 4** from the date of **LETTER OF INTIMATION to start the work**. The consultant shall start the work within 3 days of the issue of Letter of Award/ Instruction of Engineer-In-Charge. The contract duration may be extended further as per the need of the Client Operational Guidelines and any other guidelines/ circular issued by the Ministry thereof and on extension of WAPCOS Contract with the Client, the same shall be given to the consultant upon thorough review of its performance only. The Agency has to manage all projects within stipulated period including defect corrections.

10. Abstract of Quantities:

S. No	Item	Quantity	Unit
A	Survey Works		
1	Alignment Survey using Total Station /DGPS for Water Supply/ Sewerage Scheme including removing obstructions of shrubs necessary for survey.	250	Km
2	Contour survey using Total Station / DGPS for Parks/ WTP/ STP Site/ water Body including removing obstructions of shrubs necessary for survey.	50	ha
3	Trial Pits for excavation & type of soil Depth	100	Nos.

Note:- Some of the Items in the above Abstract of Quantities May not be used during execution.

11. General Condition of Contract

12.1 Security Deposit

An amount equivalent to **2.5% (Two Point Five percent)** of the total amount payable to the **bidder** shall be deducted progressively from each bill towards the security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after satisfactory completion of the work allotted to the Agency and release of 100% payment by WAPCOS to the Agency on or before the Period.

12.2 Performance Security

- Within 10 (Ten) days** of the receipt of the notification of award from WAPCOS, but not later than the date of the signing of the Agreement, the successful bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee/Demand Draft valid for a duration of 6 months from issue of work order for an amount equivalent to **3% (Three Percent)** of the accepted contract price. The Performance Security provided by the successful bidder shall be in the form of a Bank Guarantee from a Nationalized /Scheduled Commercial Indian bank drawn in favour of WAPCOS LIMITED payable at Gurgaon. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), as per details given below:
Indian Overseas Bank
NHB, Gurgaon
Branch Code: 1935
IFSC code: IOBA0001935

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

Beneficiary: WAPCOS Limited

This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.

- c) **Refund of PG:** The PG shall be refunded within six months from the date of successful completion of the contract. The completion of the contract is calculated as the time up to which the work awarded to the agency shall be 100% completed and 100% payment shall be released to the Agency on or before the Mission Period.
- d) **Forfeiture of PG:** PG shall be forfeited in the following cases:
 - i. When any terms and condition of the contract is breached.
 - ii. When the selected Consulting firm fails to commence the services or fails to provide deliverables after partially executing the service.

12.3 Additional Performance Security- Deleted

12.4 Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by the Engineer-in-Charge stating that the Works have been completed and maintained to his satisfaction. The completion Certificate shall be given by the Engineer-in-Charge within twenty eight days after the expiration of the Period of completion, or, if different periods of completion shall become applicable to different sections or parts of the Works, the expiration of the latest such period, or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer-in-Charge and full effect shall be given to this Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the WAPCOS. Provided always that the issue of the completion Certificate shall not be a condition precedent to payment to the Agency of the Security Deposit in accordance with the conditions set out in *Clause-15.1* hereof.
- ii. **Cessation of WAPCOS's Liability'**

The WAPCOS shall not be liable to the Contractor for any matter or thing arising out of or in connection with Contract or execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.
- iii. **Unfulfilled Obligations**

Notwithstanding the issue of completion Certificate, the Contractor and, subject to sub Clause (ii) of this Clause, the WAPCOS shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

12.5 Terms of Payment

- The payment shall be made in Indian Rupees only.
- The Agency shall be responsible to the concerned officers in charge of the work for the implementation of assignment at district level. The performance of the Agency shall be monitored, reviewed based on the report of Project in charge officers. Consultancy fee will be paid based on the actual work done.
- **The agency shall submit its bill only after approval of the report by the principle client, prepared based on the survey.**

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- **The Payment shall be made upon Submission of RA bill by the Agency. The Payment to the Agency shall be made upon Submission of correct & true Tax invoice acceptable to WAPCOS only after receipt of payment from Client.**
- The Associate/Sub-Consultant /Sub-Contractor acknowledge that under the present Contract/Agreement/Work Order/ arrangement, WAPCOS is only working as intermediary between being Principal Employer / Client and Associate/Sub-Consultant/Sub-Contractor. Thus the Associate/Sub-Consultant /Sub- Contractor unconditionally acknowledges that the payment 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 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 Client (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 supersede any and all other conditions of Contract/Agreement/Work Order/ arrangement between the parties.
- WAPCOS Limited will not pay any amount as advance to the selected bidder.
- The Whole of the quantity mentioned may not be executed as per the requirement of the Bidder.
- No additional payment will be allowed above the rates quoted on any account.
- The Bidder shall quote the amount exclusive of GST.

12.6 Income Tax

The Bidder /Contractor shall be liable for payment of Contractor's Tax in lieu of income tax as per relevant section of Income Tax Act applicable under the rules of Govt. of India. Deduction towards income tax shall be made from gross amount of every interim payment certified by the Engineer-in-Charge.

12.7 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agency who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's anti- fraud and corruption policy.

The Agency shall not publish/ use the content of the report/ document in fully or partially prepared under this contract without seeking the permission of WAPCOS. The Agency shall not claim the experience of the Assignment for Business purposes without seeking the permission of WAPCOS in writing during the period of the Assignment.

12.8 Responsibility for Accuracy of Project Documents:

- a) The Agency shall be wholly responsible for accuracy of the data collected by them directly or produced from other agencies/ authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. They shall indemnify the Authority against any inaccuracy in the work that might surface during implementation of the projects. The Consultant will responsible for all the correction at their own cost and risks, the drawings, including survey/investigations and correcting layouts etc if required during the execution of the services.
- b) The Agency shall be fully responsible for all accuracy of designs and drawings of all the components involved in the projects and fully checked by the Senior Engineer after completion of drawings & designs.
- c) All the designs, drawings, reports and other documents etc. prepared by Agency shall be signed by its Team Leader and the concerned specialist.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

12.9 Accidents or Injury to Workmen

- a) WAPCOS shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Agency or any sub-Agency. The Agency shall indemnify and keep indemnified WAPCOS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b) On the occurrence of accident arising out of the Works which result in death, or which is so serious as to be likely to result in death, the Agency shall, within twenty four hours of such accident, report in writing to the Engineer-in-Charge and other statutory bodies of the Government the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the Works involving injuries to persons or damage to property other than that of the Agency shall be promptly reported to the Engineer-in-Charge and other statutory bodies of the Government stating clearly and in sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the Agency shall indemnify WAPCOS against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by WAPCOS as a consequence of failure to give notice or failure to conform to the provisions of any Act in regard to such accidents.

12.10 Insurances

- A. The Agency shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Agency, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Agency shall have insured against the liability in respect of such persons in such manner that WAPCOS is indemnified under the policy, but the Agency shall require such sub-Agency to produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

12.11 Suspension/ Termination of Contract

i. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

ii. Termination of the Contract:

1) By WAPCOS

- 1) The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f):
 - (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 32.10;

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its –
 - (c) members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
 - (e) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (g) If the Consultant fails to confirm availability of Key Experts as required in Clause 24
- 2) Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- 2) By the Agency**
- 3) The agency may terminate this Contract, by not less than sixty (60) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If WAPCOS fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

iii. Payment if Contract Terminate

If the Contract shall be terminated as aforesaid, the Agency shall be paid by the WAPCOS, in so far as such amounts or items shall not have already been covered by payments on account made to the Agency, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a. The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer-in-Charge of any such items, the work or service comprised in, which has been partially carried out or performed.
- b. A sum to be certified by the Engineer-in-Charge, being the amount of any expenditure reasonably incurred by the Agency in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by payments in this sub-clause before mentioned.

12.12 Payment in the event of Frustration - Deleted

If a war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling its Contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the WAPCOS to the Agency in respect of the work executed shall be the same as that which would have been payable under 32.5 hereof if the Contract had been terminated under the provisions of 32.10 hereof.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

12.13 Liquidated Damages for Delay

The selected Agency shall render services strictly adhering to the mentioned activities in annexure in the contract. Any delay in achieving the milestones except approved by Client in writing shall attract a penalty of 1.0% of total value of contract value /work order issued by concern per week of the delayed services subject to a maximum of 10.0 % of the value of contract value . If the delay is beyond 30 days, then client has the right to issue the termination notice. The amount shall be recovered from the bill due or from the performance security.

12.14 Arbitration

In the event of any question, dispute or difference arising out of or in connection with the WORK under this agreement, whether during the progress of the work or after its completion, abandonment or breach of Contract, the parties agree to promptly negotiate a reasonable settlement thereof amicably. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the matter shall be referred for Arbitration, for which purpose the CMD, WAPCOS shall be the sole Arbitrator, whose decision shall be final and binding on both the parties.

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

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

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

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.”

12.15 Variation

The variation in quantities may be admissible not beyond 10% of total Contract Value. However, no variation in rates quoted by the Agency is allowed during the entire period of contract

12.16 Blacklisting/ Debarment

The Blacklisting policy of the company is available on official website of WAPCOS Limited. The bidder/ tenderer/ consultant/ contractor have to mandatorily furnish an undertaking addressing the same to Engineer- In-charge of the project in the form of certificate to abide the contents of Blacklisting policy. The format of undertaking is provided at Form-10. 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

12.17 Other General conditions of contract

- 1) The entire work shall be carried strictly as per specifications and workmanship manner and as per standard practice.
- 2) Any damage to the Existing property will be made good at Agency risk and cost.
- 3) Agency will make his own arrangements for travel, accommodation and boarding for his workmen at work place.
- 4) WAPCOS will not be held responsible for payment of any compensation to the labourers engaged by contractor. Contractor will pay all compensations etc. including accident compensations due to his labourers.
- 5) Selected Agency has to follow the working hours, working days and Holidays of Government of Maharashtra. However, resource shall be available on a holiday if so, is required by Client. No extra payments will be made for working on extended hours Saturdays/ Sundays/Holidays to meet the committed/required time schedules.
- 6) Implements / materials required for the work shall be provided by Agency. Existing property/materials shall not be used by the contractor.
- 7) The Agency shall follow all safety rules and security procedure that are in force during execution of work & comply with the provisions of all acts, statutes, rules,
- 8) and regulations etc., of the central and state governments as the case may be that may apply to his case. And if necessary get himself duly registered as require by the said acts, statutes, rules, regulations etc.
- 9) Agency to quote the rates including all material, labour, transportation, entry charges, octroi, loading, unloading and any other taxes & levies except GST which will be reimbursed at actuals. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed.
- 10) The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- 11) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 12) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract
- 13) In tender, only item rate quoted shall be considered. Any tender containing the percentage below/above the rates quoted is liable to be rejected.
- 14) The bidder may be allocated work for one plot or both plots depending upon the discretion of WAPCOS based on competitiveness of the Bid submitted.

Section-III
SELECTION AND QUALIFYING CRITERIA

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

1. QUALIFYING CRITERIA: (ONLINE TECHNICAL BID SUBMISSION)

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

2. OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline also.

- 1) Hard Copy the **COMPLETE TECHNICAL BID WITH TENDER FEE RECEIPT, ORIGINAL EMD BANK GUARANTEE, TECHNICAL FORMS, SOLVENCY, TURNOVER CERTIFICATES, AFFIDAVITS/ DECLARATION** in sealed envelope **clearly Mentioning the name of work** along with Details of Bidders Address, Phone, E-mail on Envelope. WAPCOS shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection
- 2) **An authorized representative of the Agency shall initial all pages of the original Technical Bid.**
- 3) WAPCOS shall open the Technical Proposal as indicated in the NIT. Financial Bids of successfully qualified bidders shall be opened as per NIT.

NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in Notice Inviting Tender (NIT) as per date & time mentioned in NIT otherwise bids are liable to be rejected.

3. Evaluation of Technical Proposals

- 3.1 WAPCOS has constituted a Tender Committee which will carry out the entire evaluation process. Technical documents will be initially scrutinized based on the Minimum Eligibility Criteria mentioned in clause 4 of Section-I. Consulting firm not fulfilling any of the eligibility criteria shall be rejected.
- 3.2 WAPCOS may call Bidders to present their Approach & Methodology and capability in carrying out the works. The date of presentation (Either through Personal Interaction or through Video Conferencing) shall be intimated to all the bidders by email as per employer's requirement.
- 3.3 WAPCOS may verify the submitted certificates from Client and Bank Solvency certificates from banks.
- 3.4 After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who qualified technically in the submitted technical proposal, and shall notify those bidders whose proposals did not meet the minimum qualifying criteria and were considered non responsive to the assignment.

4. Clarifications/ Shortfall Documents

Evaluation Committee at its discretion, call for additional documents/ information from the Bidder if required or in case of shortfall documents during the evaluation of the bids. Such information has to be supplied within the time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

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.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

5. Opening of Financial Proposal:

After the completion of technical evaluation, the Client will notify successful Technically Qualified Bidders indicating the date and time for opening the Financial Proposals. Financial proposals of qualified consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who choose to attend.

6. Corrections of Errors in Bids

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

7. Method of Selection:

- a) The selection shall be based on Least cost Basis i.e. (L-1)
- b) After the completion of technical evaluation, the Client shall notify successful, indicating the date and time set for opening the Financial Proposals.
- c) The Financial Proposals shall be opened online publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- d) For financial evaluation, the least Total Amount quoted by the Firm shall be considered for evaluation.

8. Right to reject the Bids

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

- 1) Bid is incomplete and/ or not accompanied by all required documents
- 2) Bid is not in conformity with the terms and conditions of Tender/ Bid document.
- 3) The Qualifications and Experience of the Bidder as well as the manpower/ Personnel are not met by the bidder.
- 4) Any other reasons due to which WAPCOS limited finds that the bidder is not eligible

9. Award of Work

- a) After completing negotiations, WAPCOS shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- b) The consultants will sign the contract after fulfilling all the formalities/pre-conditions within the time specified in the Letter of Intent.
- c) The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Letter of Intent.
- d) 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(s) or any obligations to inform the bidder or bidder(s) of the ground of action.
- e) From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.

Section-IV
TECHNICAL FORMS

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

**FORM 1
LETTER OF TRANSMITTAL (TECHNICAL BID)**

No.
Date:

From:
[Name & Address of the Bidder]

To

The Chief Engineer L-II (Thane)
S02, D Block, 4th Floor, Modi Business Park,
Ghodbunder Road, Sai Nagar, Kasarvadavali,
Thane West, Thane, Maharashtra 400615

Subject: Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

Reference: _____(NIT Number & GeM ID) & Date of Publishing of NIT on GeM Portal

Sir,

Having examined the details given in online notice for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that I / we have read the entire terms and conditions of the NIT and I / We shall abide by the terms / conditions / clauses contained therein.
2. I/We hereby unconditionally accept the conditions of above mentioned NIT document(s) in its totality/ entirety.
3. I/We hereby certify that all the statement made and information supplied in the enclosed forms and accompanying statement are true and correct.
4. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

Seal of bidder
Name & Signature(s) of Bidder(s) Representative

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM 2

Deleted

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

**Form 3
Information about Agency**

No.	Particulars	Details Submitted by Bidder
1.	Name of the bidder	
2.	Registered office Address	
3.	Contact Details, Telephone, Email address	
4.	Year of Establishment	
5.	Office Address in Maharashtra with Contact Details, Telephone, Email address	
6.	Nature of Company Proprietorship/ Partnership/ Private Ltd./ Limited etc.	
7.	Name of the Director /Partners /Proprietor	
8.	Firm turn over for last 3 years i.e. for FY 2018-19, 2019-20, 2020-21	
9.	Firm net worth for last 3 years i.e. for FY 2018-19,2019-20 and 2020-21	
10.	Details of Authorized Signatory & Address of Communication Name: Designation: Email id: Mobile Number & Office No.: Address:-	
11.	Has the Bidder, or any constituent partner in case of Partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
12.	Any other information considered necessary but not Included in above.	
13.	NSIC & MSME Registration Details	
14.	Copy of PAN Card	
15.	Copy of GSTIN Registration Certificate	
16.	e-GEM Registration Details (Mandatory)	

Name & Designation of Authorized Signatory
Signature

Note: Enclose Supporting Documents for above information and any other information like Company Profile etc.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM 4
FINANCIAL CAPACITY OF THE BIDDER
(On Letter Head of Chartered Accountant/ Statutory Auditor)

S. NO.	Financial Year	Annual Turnover (Rs.)	Profit After Tax (+/-)
1	2017-2018		
2	2018-2019		
3	2019-2020		
4	2020-2021		
5	2021-2022		
	Annual Average Turnover		-

(Signature, name and designation of the authorised signatory)

(UDIN Number)

(Email Id)

Note:-

- 1) Attach Audited Balance sheet of 5 Financial Years duly certified by CA to support the above mentioned figures.**
- 2) UDIN number is mandatory**

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

**FORM 5
SOLVENCY CERTIFICATE**

Date:

To

The Chief Engineer L-II (Thane)
S02, D Block, 4th Floor, Modi Business Park,
Ghodbunder Road, Sai Nagar, Kasarvadavali,
Thane West, Thane, Maharashtra 400615

Name of Work- Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

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

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature with POA No.)
For the Bank

NOTE:

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. Solvency Certificate should be from a Nationalized/Scheduled Commercial Bank.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM 6

Experience of the Agency/Bidder in similar Works as per Eligibility Criteria clause 4.0

Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along-with LOI(s)/ W.O(s) from respective Owner (s)/ Client (s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job (s) executed.

Sr. No.	Name of Client	Name of Project	Location (State)	Project Cost in Cr.	Consultancy Fees in Rs. Cr.	Start Date	Completion/ Expected Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

Note: The bidder has to provide detail in the above format only. No other format is acceptable along with Assignment/ Project Details (Form 6B) in support of each experience claimed here.

Name & Designation of Authorized Signatory
Signature

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

**Form 7
Team Composition**

S. No	Position	Propose Name	Educational Qualification	Total Experience in Years
1				
2				
3				
4				
5				
6				

Name & Designation of Authorized Signatory
Signature

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM-8

FORMAT FOR NO-CONVICTION CERTIFICATE

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

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM-9

FORMAT FOR INTEGRITY PACT & INTEGRITY AGREEMENT

[To be submitted on Bidder's **Original** Letter Head along with Technical Bid along with **Integrity Agreement on 100/- non judicial stamp paper**]

To

The Chief Engineer L-II (Thane)
S02, D Block, 4th Floor, Modi Business Park,
Ghodbunder Road, Sai Nagar, Kasarvadavali,
Thane West, Thane, Maharashtra 400615

Sub: Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

Sir,

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

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

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

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

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

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

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

Date:

Place:

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

INTEGRITY AGREEMENT

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

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour 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)/Contractor(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.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

- (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:

- (2) 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 day's 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.
- (3) 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.
- (4) 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

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

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

- (1) 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.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

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:

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

FORM-10

**UNDERTAKING REGARDING BLACKLISTING/ NON- DEBARMENT
ON Bidder's Letter Head**

Name of Work: **Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender**

Reference:- **WAP/WR/TNA/2022/03** Dated: _____

To

The Chief Engineer L-II (Thane)
S02, D Block, 4th Floor, Modi Business Park,
Ghodbunder Road, Sai Nagar, Kasarvadavali,
Thane West, Thane, Maharashtra 400615

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Limited. Further, we hereby confirm 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 last 5 Years.

For _____ (name of Firm)

Authorized Signature	:	_____
Name and Title of Signatory	:	_____
Address	:	_____
Date	:	_____

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

PRICE BID
(Online on GEM portal only)

The Bidder shall Quote price in the following Format as per GEM including all Taxes including GST.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender (Lumpsum cost of service in Totality)	Rs. _____ (inclusive of 18% GST)
---	-------------------------------------

Note:

- The quoted rate shall be inclusive of all taxes and including GST as applicable. The current GST rate for evaluation is 18%. However the GST Component shall be paid as per prevailing rates upon submission of Proof.
- The Total Rate quoted by the bidder shall be calculated as the Percentage above/ below the Estimated cost (Rs. 6,75,000/- +GST), and the percentage above/ below calculated shall be applied to each item rates as given in Annexure-I for deriving the rates per unit of each item. The derived rates per unit upto 2 decimal places shall be treated as final rates quoted by the bidders for each item and shall be used for payment purposes during execution of each item.

Appointment of agency for carrying out Topographical Survey for Solapur Underground Sewerage Scheme (AMRUT 2.0) - Retender

**Annexure-I
(Estimated Rates)**

S. No	Item	Quantity	Unit	Estimated Rate per Unit excluding GST	Estimated Amount excluding GST
A	Survey Works				
1	Alignment Survey using Total Station /DGPS for Water Supply/ Sewerage Scheme including removing obstructions of shrubs necessary for survey.	250	KM	2300	5,75,000
2	Contour survey using Total Station / DGPS for Parks/ WTP/ STP Site/ water Body including removing obstructions of shrubs necessary for survey.	50	Ha	1000	50,000
3	Trial Pits for excavation & type of soil Depth	100	Nos.	500	50,000
Total A excluding GST					6,75,000

1. The Rates are inclusive of all Vehicle, Manpower, TA/DA, Lodging, Boarding, Water, Electricity charges, Out of Pocket expenses.
2. All Logistics, manpower, vehicle arrangement shall be done by the Agency
3. WAPCOS shall assist only in getting permission from Department to carry out the survey, investigation, etc.
4. WAPCOS Limited will not pay any amount as advance to the selected bidder.
5. Do not fill the summary of cost (BoQ) at the time of submission of technical bid.
6. Payment will be made according to the actual executed quantity and same unit price.
7. The Rates are including cost of tools, equipment's, mobilisation, demobilisation, pontoon, machinery etc. at any place.
8. No additional payment will be allowed above the rates quoted on any account.
9. Payment shall be made to the agency on receipt of the payment from the client (Back to Back basis).