

## **NOTICE INVITING TENDER (NIT)**

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**Sub: NOTICE INVITING TENDER FOR SELECTION OF LOCAL AGENCY FOR CARRYING OUT ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT STUDY/ FIELD WORK AND PREPARATION OF ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT REPORT AND ENVIRONMENTAL & SOCIAL MANAGEMENT PLAN FOR RURAL ELECTRIFICATION OF 350 VILLAGES IN TOGO THROUGH SOLAR PHOTOVOLTAIC SYSTEMS (EXIM BANK FUNDED)”.**

### **1.0 INTRODUCTION**

WAPCOS Limited is a “MINI RATNA” Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India. The company was incorporated on June 26<sup>th</sup>, 1969, under the Companies Act, 1956, and has been providing consultancy services in all facets of Water Resources, Power and Infrastructure Sectors in India and Abroad.

WAPCOS Ltd. has been awarded the project for Consulting Services for: Preparation of Detailed Project Report and Project Management Consultancy Services for the electrification of 350 villages in Togo through solar photovoltaic systems.

WAPCOS Ltd. intends to engage eligible Togolese bidders for Environmental and Social Impact Studies. In this connection, E-tenders are invited by WAPCOS Limited from the reputed, resourceful, and experienced agencies for carrying out Environmental and Social Impact Assessment (ESIA), in compliance with the Ministry of the Environment and Forest Resources, including the Agence Nationale de Gestion de l'Environnement (ANGE), Togo, IFC for the above-mentioned project.

Detailed scope of work to be done by Local Agency for this work is defined in **Clause – 4.**

### **2.0 PROJECT BACKGROUND**

Togo, officially the Togolese Republic, is a country in Western African Region located on the Gulf of Guinea. The country shares borders with Ghana to the west, Benin to the east, Burkina Faso to the north, and its southern coastline of 56 kilometers (km), lies on the Gulf of Guinea. The country spans an area of about 56,000 km<sup>2</sup> encompassing rolling hills in the north, a southern plateau, and a low coastal plain with extensive lagoons and marshes. Lomé is the capital and largest city of Togo.

Under the Line of Credit from EXIM Bank of India, Government of Republic of Togo through Agence Togolaise d'Electrification Rurale et des Energies Renouvelables (AT2ER) intends to electrify scarcely dispersed remote rural villages through Solar PV systems across Togo to provide basic energy services to all and reduce the dependence on the use of fossil fuels which shall enhance the quality of life, services and economic activity of the people.

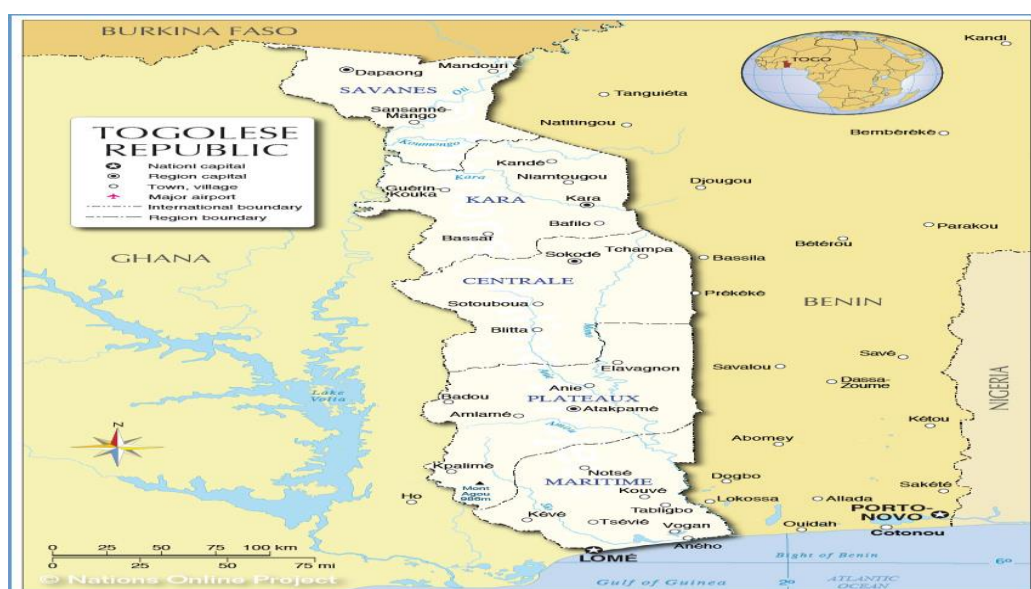
In this regard, AT2ER intends to hire a consultancy firm for: Preparation of Detailed Project Report and Project Management Consultancy Services.

## 2.1 Project Description

The project is divided into two phases i.e.

- Phase I: ESIA Study + Preparation of Detailed Project Report + Tendering Scheme Design along with Associated Documentation and
- Phase II: Supervision of works & Implementation of the ESMP.

WAPCOS has been selected as the Project Management Consultant to provide the consultancy services for Preparation of ESIA Report, Preparation of Detailed Project Report, Bid Process Management, Supervision of works & implementation of ESMP plan for scarcely dispersed 350 villages across five regions of Togo namely Savanes, Kara, Centrale, Plateaux, and Maritime.



**Figure 1: Togo Map: Outlining Administrative Districts of Togo**

## 2.2 Project Objective and Purpose:

Togo produces around 93% of its electricity requirements through fossil fuels or through imports from the countries of the sub-region (Ghana, Nigeria, Cote d'Ivoire) through an interconnection network, resulting in high power generation costs and release of high greenhouse gas (GHG) emissions.

The fundamental objective of this project is to support the country's socio-economic development. These majorly aim at providing basic energy services to all and to reduce the dependence on the use of fossil fuels by using isolated grids powered through Solar PV system.

The objective is to ensure that AT2ER obtain economic solutions of high technical standards and that the project is implemented within the time schedule and in compliance with the guidelines & policy of ANGE, IFC and EXIM Bank in line with the applicable laws & regulations of the Government of Togo.

The service shall assist AT2ER to implement the project as follows:

- (i) To ensure high standards of quality assurance in the execution and completion of work within stipulated time period;
- (ii) Comprehensive supervision of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents
- (iii) Act independently and on behalf of AT2ER to supervise and take immediate corrective measures/actions, if necessary, to all activities associated with Construction to ensure compliance of requirements of Contract Agreement in order to have a sound Project;
- (iv) Prepare and submit Monthly Progress Reports to AT2ER on the financial, technical and Environmental and Social safeguards progress aspects of the project;
- (v) Assist AT2ER for effective project monitoring by providing project management and monitoring support.
- (vi) The Supervision Engineer Consultant shall be required to inspect, examine and perform any site tests of all supplied material and equipment, if necessary, to verify if they meet the requirement specifications before final installation.
- (vii) To ensure Environmental and Social Safeguards compliance during construction works as defined by Ministry of the Environment and Forest Resources, including the Agence Nationale de Gestion de l'Environnement (ANGE), Togo, IFC policies and EXIM bank guidelines.
- (viii) To ensure that mitigation actions are applied. Particularly on the implementation of site-specific RAP/ARAP and Labor Influx Management as needed. Gender and GBV/SEA Risk Management and Mitigation Procedures should be monitored and ensure mitigations from contractors are implemented.

### **3.0 PROJECT IMPLEMENTATION SCHEDULE**

The duration shall be **4 Months from the date of award of the Contract.**

### **4.0 SCOPE OF LOCAL AGENCY**

#### **WORKS FOR PREPARATION OF ENVIRONMENT AND SOCIAL IMPACT ASSESSMENT STUDY REPORT**

- a. The objective of the hiring of a local agency in Togo is to provide consultancy service for carrying out the environmental and social impacts assessment study to understand the environmental and social impacts of this project and prepare and submit the ESIA Report containing mitigation measures and environmental & social management and monitoring plan along with costs in a manner consistent with guidelines & policy of Ministry of the Environment and Forest Resources, Agence Nationale de Gestion de l'Environnement (ANGE), Togo, IFC in line with the applicable laws & regulations of the Government of Republic of Togo and **Obtaining approval on Final ESIA report with ESMP from concerned**

The ESIA is to be carried out in a manner that achieves the following objectives:

This shall include the location of the project (geographical extent & chainages) along with the location map of the project sites; environmental settings of the project sites and surrounding areas; features of RoW (if required); project profile; project components; need & justification of the project; utilities/amenities required for the project; expected waste generation and management; land requirement for permanent & temporary purposes, project activities, construction methodology, project cost and project implementation schedule.

- meet on the institutional and legislative framework for environmental impact assessment with the technical departments of the Ministry of the Environment and Forest Resources, including the Agence Nationale de Gestion de l'Environnement (ANGE);
- meet with the regional directorates of the environment and forest resources;
- meet with environmental managers and AT2ER technical managers in charge of the mission to better understand the mission, its objectives and expected results

- collect available information from the project areas (on biophysical and human environments) as well as technical documents related to the project.
- compiling the bibliography (list of documents relating to the project, policies, strategies, plans, programs, sectoral studies, technical studies, etc.);
- documentary research at the level of the services concerned (AT2ER, CEET, COMEX, specialized documentation centers, at the University of Lomé, at the Department of the Environment and at the ANGE headquarters).

- Identify all the stakeholders concerned by the ESIA, the ESMP, the RMP, the PEPP and the RAP and prepares letters for information in which the objective of the study, the conditions of work of the team once in the field, the detailed schedule of the work to be carried out in the project area as well as the timetable for the execution of the work shall be detailed.
- Working sessions shall be carried out with all the stakeholders to introduce the data collection tools that shall consider the concerns of all the experts/ client/ stakeholders. Investigators shall be trained on the various data collection tools developed including the “Kobocollect” software, which shall help to easily compile and process the data.
- The data collection team once in the field, under the leadership of the head of

mission, shall meet with the administrative authorities, premises and technical services to present their civility and their mission order well before starting the data collection mission in the project area.

**f. Biophysical studies and socio-economic surveys of the project area**

**+ For the biophysical study:**

- describe the initial state of the localities covered by the project,
- browse the footprint of the installation sites for direct observations;
- delimit the area of direct and indirect influence of the project;
- describe natural and urban ecosystems;
- study the nature of the soil;
- study the geology of localities in each project area;
- study the flora (including ecological), urban vegetation and fauna (large and small mammals) of the localities of the project area likely to be degraded;
- study the climate of the study area;
- study the hydrology in the project area;
- make noise surveys in the project area before the execution of the works;
- inventory, if any, the plant species and crops likely to be impacted and list the owners of these assets and assess their replacement cost;
- determine the biomass in the project area;
- analyze the location of planned sites;
- analyze and interpret the results;
- summarize the data.

**+ For the socio-economic study:**

- organize participatory meetings with the administrative authorities (prefects, local elected officials), traditional (Township chiefs, village chiefs) and local dynamics (CDC, CVD, CDQ) of the localities concerned by the project;
- organize participatory meetings with institutional and technical services (regional directorates for the environment and forest resources, ministry of mines and energies, CEET directorates, AT2ER, NGOs, etc.) in the various regions with which the consultant will be able to work to request ample information in each environment;
- administration of data collection tools to the persons indicated for the collection of all socio-economic data on households likely to be displaced (identification of the locality of the respondent, sex, age, status of the occupant, marital status, ethnicity, main activity of the occupant/ head of household, secondary activity of the occupant/ head of household, average level of monthly expenses of the occupant/ head of household, level of education of the occupant/head of household, household size, religion and belief of household head, source of energy, etc.);
- draw up updated demographic statistics of the project areas;
- identify and list the people who may be physically or economically displaced before the project is carried out;
- inventory of all existing assets likely to be impacted within the site footprint as well as their owners in the localities selected as part of the project;
- collect data in each locality on the occupation of each selected site, the

demographic characteristics in each locality concerned, the living conditions of the populations, the functioning of households, networks of solidarity, kinship and sociability, religions and beliefs , the village and traditional social organization in each locality, the decision-making processes (formal and informal), the main activities (agriculture/livestock, industry, services, local businesses, informal trade, etc.) in each locality, the supply and marketing circuits, village production systems, crafts, hunting, fishing, use of natural resources, basic infrastructure and services (drinking water, electricity, education, health, waste collection, waste water, transport and travel , land tenure and concrete terms of access to land, including customary in each locality, heritage cultural, etc. ;

- define the rules and scales of compensation in accordance with the regulatory texts in Togo, and the standards of international donors such as the IFC, the WB, etc.
- define a compensation negotiation plan with owners or users, if required;
- define the terms of payment or settlement of compensation, if required;
- define an assistance plan for the most vulnerable social categories;
- identify replacement land in the project area, if required;
- define a plan to coordinate compensation and resettlement operations and the plan to restore livelihoods, if required;
- define the budget and schedule for implementing the compensation and resettlement plan, if required;
- hold consultation meetings with affected households using the participatory method;
- compile, analyze and interpret survey results;
- prepare a socio-economic and sociological study report.

The selected consulted team shall carry out site visits, direct observation, and data recording for all the identified sites. For the social aspect, they shall adopt a participative approach with the focused groups so that they can actively make concrete proposals reflecting their aspiration that need to be taken into account while preparation of the resettlement action plan. The data collected shall be gender-differentiated to identify the place and role of men and women. The collection of socio-economic data and the inventory of assets shall be done using modern tools. The valuation of goods shall be done in concert with COMEX, responsible for the valuation of the goods of people affected by the projects in Togo.

**g. Preparation of ESIA Report -**

The selected consultant shall prepare and submit the ESIA report which shall include but not limited to the following:

- description of the political, legal, normative and institutional frameworks that apply to this project;
- description of the components of the natural environment and the human environment;
- the initial state of the environment of the localities concerned by the project together with location maps, geology, pedology and hydrogeology;



- description of the components of the project likely to have impacts on the natural environment and on the human environment;
- the options "without project" and "with project"
- the different possible variants of the project;
- identify, describe and assess the anticipated impacts and risks of each variant;
- comparison between the variants and selection of the most ecologically viable, technically and economically feasible variant;
- assessment of the impacts of the chosen variant;
- measures for preventing or mitigating the chosen variant;
- description of the mitigation measures;
- preparation of the Environmental and Social Management Plan;
- preparation of the Risk Management Plan;
- preparation of the Surveillance, Control and Monitoring Program;
- list of the environmental clauses to be included in the invitation to tender dossier (DAO);
- study report on the risks and dangers associated with carrying out the project;
- preparation of the first draft of the Resettlement Action Plan report, if required.

**h.** Topographic map of the study area for a brief reconnaissance.

**i.** Water studies including the availability of water, depth etc in the location of proposed water supply system. Establish the environmental state (natural and human) of the area, especially in relation to Photovoltaic solar kits, PV solar streetlights and water supply systems using solar PV systems to be installed. At this level, Consultant shall bring out various social problems in terms of latent or proven conflicts around the installations;

**j.** Final ESIA: baseline, impacts and mitigation, drawing on both data already available and further data to be collected during future survey activities.

**k.** Holding impact and mitigation workshops with client, lenders and key stakeholders.

**l.** Finalize and submit the ESIA with Environmental and Social Management Plans (ESMP) to Government of Republic of Togo, and key stakeholders.

**m.** Obtaining approval on Final ESIA report with ESMP from concerned Ministries / Authorities of Government of Republic of Togo.

#### **CONTRACTOR TEAM QUALIFICATIONS AND COMPOSITION**

Team Composition with desired minimum qualification and experience as mentioned below.

Sr. No.	Proposed Position	Minimum Desirable Qualification	Minimum relevant experience (in years)	Total experience (in years)	Number of Solar PV Projects undertaken	No. of Position required

1.	<b>Team Leader</b>	Bachelor's Degree (at least 4 years of university studies) in Project Management & Environmental Engineering or equivalent	10 years	12	2	1
2.	<b>Environmental Scientist</b>	Bachelor's Degree (at least 4 years of university studies) in Environmental Engineering or equivalent	7 years	10	2	1
3.	<b>Socio-Economic Expert</b>	Bachelor's Degree (at least 4 years of university studies) in Sociology and Economics or equivalent	7 years	10	2	1

Each qualification listed must be supported with an official/ certified copy of the diplomat, **translated in English.**

Contractor shall provide a detailed methodology/work plan with details of manpower deployment and CVs of Experts/officials. Details of field experts and support staff with their relative experience as proposed for effective project delivery. **The CVs shall be as per the Annexure - III**

#### **5.0 DETAILS/ INFORMATION TO BE PROVIDED BY THE EMPLOYER (AT2ER)**

List of Localities proposed for Schools and Irrigation System (**attached as Annexure -AA**)

#### **6.0 COMPLETION OF WORK**

The Period of Completion shall be as specified in **Clause 3.0**

#### **7.0 QUALIFYING CRITERIA**

The local agency should fulfil the following minimum qualifying criteria:

- The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm and shall operate in conformity with the provisions of laws in TOGO. The Agency should be registered and incorporated in TOGO. The supporting documents will be in the form of copies of registration certificate, Tax and VAT certificates and Tax clearance certificates etc.
- The Agency should have experience in successfully completed similar works during the last 7 (Seven) years carrying out Preparation of Environment & Social Impact Assessment Study Report ending previous day of last date of submission of tender as per the following:



- The Agency should have completed 1 no. of similar project within Togo costing not less than USD 110,800.00 i.e. 80% of the estimated cost of this project.

Or

- The Agency should have completed 2 nos. of similar project within Togo of work order value each not less than USD 69,250.00 i.e. 50% of the estimated cost of this project.

Or

- The Agency should have completed 3 nos. of similar project within Togo of work order value each not less than USD 55,400.00 i.e. 40% of the estimated cost of this project.

The estimated cost of the project is USD 138,500.00 (exclusive of local VAT)

**Note:**

- “Similar Works” means projects involving Preparation of Environment & Social Impact Assessment Study Report (Power Project, Rural Electrification, Solar Projects, Transmission lines, Substations, Generation, Distribution works).
  - Completed/ Ongoing projects in the last 7 years should only be considered.
- The Agency should have average annual financial turnover not less than **69,250 USD during the last 3 years** ending 2023-24 consecutive financial years. **The supporting documents shall be in the form of copies of the Audited Balance Sheets/ Profit after Tax attested by the independent Chartered Accountant.** (Each document listed must be supported with an official/ certified copy, translated in English.)
  - The Agency should not have incurred any loss in more than 2 years in last 5 years financial years. **The supporting documents shall be in the form of copies of Profit after Tax/ Audited Balance Sheet for last 5 financial years ending last financial year etc. attested by the independent Chartered Accountant.** (Each document listed must be supported with an official/ certified copy, translated in English.)
  - The Agency should have the **Net Worth of at least 10% of the Estimated Cost of the Project (i.e. USD 13,850.00).** **The supporting documents shall be in the form of copies of Profit after Tax/Audited Balance Sheet attested by the independent Chartered Accountant.** (Each document listed must be supported with an official/ certified copy, translated in English.)
  - The Agency should have experience in providing supporting experts services for similar Projects to International/Togo firms in any Power Project in Togo and the bid submissions from **joint venture (JV) are not allowed.**
  - The Blacklisting Policy of the company is available on official website of WAPCOS Limited.** The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format

for undertaking is provided at **Annexure A**. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of the tender at the stage before or after the award of work.

**Note: Summary of the Balance sheets/Profit after Tax/Turn Over/ Net worth indicating both CFA and USD attested by the independent Chartered Accountant shall also be submitted.**

## 8.0 TECHNICAL EVALUATION CRITERIA

Sr. No.	Evaluation Criteria	Marks
1)	The Agency should have successfully completed similar works during the last 7 (Seven) years carrying out Preparation of Environment & Social Impact Assessment Study Report or Preparation of Detailed Project Report Plan in Togo. (Documentary evidence of successful completion of projects to be submitted along with bid).	20
	Three Projects – 10 marks Six Projects – 20 marks	
2)	<b>Team Leader</b>	
	1) General Qualifications : 50%	
	2) Adequacy for the project : 30%	
	3) Experience in the region and language: 20%	20
	<b>Total: 100%</b>	
	<b>Environmental Scientist</b>	
	1) General Qualifications : 50%	
	2) Adequacy for the project : 30%	
	3) Experience in the region and language: 20%	15
	<b>Total: 100%</b>	
	<b>Socio-Economic Expert</b>	
	1) General Qualifications : 50%	
	2) Adequacy for the project : 30%	
	3) Experience in the region and language: 20%	15
	<b>Total: 100%</b>	
3)	<b>Approach &amp; Methodology and understanding of the project:</b>	30
	• Technical methodology - 20 marks	

- Work Plan - 5 marks
- Organization and Staffing - 5 marks

**Total Marks**

**100**

**NOTE(s):**

- The bidder who does not meet the minimum qualifying criteria as per **Clause 7.0** shall not be considered for further evaluation.
- The price bid of the bidders' scoring less than **75** marks in technical evaluation shall not be considered for the price bid opening.
- The bidder should be capable of organizing any other works and shall be responsible for the completion of entire project.
- The details of specific experience in a project shall be accompanied with a valid completion certificate of the project from the respective client mentioning project value and period.
- For the project executed by the bidder in association, joint ventures etc., the bidder's exact share of project value with valid supporting documents shall be submitted.

**9.0 AWARD CRITERIA**

After the evaluation of the Technical proposal, the Financial Proposal of those tender will be opened whose Technical Proposal achieved a minimum score of 75%. The contract will be awarded to the bidder based upon **Least Cost Selection (LCS) method**.

**10.0 TERMS OF PAYMENT**

- The Itemized Invoices: Payment shall be released to the local agency against submission of Itemized invoice in approximately 30 days on **back-to-back basis** after achievement of each deliverable during the period of the Services and certification by authorized representative of WAPCOS after incorporating the necessary deductions if any.
- The Local Agency shall acknowledge that under the forthcoming Contract Agreement, WAPCOS is only working as intermediary between AT2ER being Principal Employer/ Client and Local Agency. **Thus, Local Agency shall unconditionally acknowledge that all the payments under the forthcoming Contract Agreement shall be made proportionately by WAPCOS only on back to back basis i.e., approximately in 30 days subject to receipt of payment from Employer/Client.** Local Agency shall also unconditionally agree that in the event the corresponding payment or part thereof, under the forthcoming Contract Agreement is not received from AT2ER, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Local Agency. The said condition shall supersede any and all other conditions of the forthcoming Contract Agreement between the parties.
- The payment of TA/DA for working of national experts outside Togo shall be the responsibility of the local firm and the bid price must include each & every expense. Nothing additional shall be paid by WAPCOS. The proposal should be

all inclusive.

- **Detailed Payment Terms:**

Sr. No.	Description of Deliverables	Time Schedule (time from contract signing)	Payment (% of Contract Price excluding Contingency)
1)	Submission of Final ESIA Report & Obtaining approval on Final ESIA report with ESMP from concerned Ministries / Authorities of Government of Togo	3 Months	40%
2)	Submission of Final DPR	1 Months	60%

- **The Final Payment:** The final payment under this Clause shall be made only after the final ESIA report approval from concerned Ministries/ Authorities of Government of Togo and a final invoice, identified as such, shall have been submitted by the Local Agency and approved as satisfactory by the Client/WAPCOS. The Services shall be deemed completed and finally accepted by the Client/WAPCOS and the final report and final invoice shall be deemed approved by the Client as satisfactory, sixty (60) calendar days after receipt of the final report and final invoice by the Client unless the Client/WAPCOS, within such sixty (60) calendar day period, gives written notice to the Local Agency specifying in detail deficiencies in the Services, the final report or final invoice. The Local Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the WAPCOS has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Local Agency to the WAPCOS within thirty (30) days after receipt by the Local Agency of notice thereof. Any such claim by the WAPCOS for reimbursement must be made within twelve (12) calendar months after receipt by the WAPCOS of the final report and final invoice approved by the Client/WAPCOS in accordance with the above.
- The proposal amount shall include all direct taxes and indirect taxes as applicable per laws of Government of Togo.

**Note:-**

1. The officials of the local agency shall be required to work and go to various project sites as per the instructions of the WAPCOS Incharge for the Project in Togo. It is a requirement that all the experts shall have to make visit all the sites as per project requirement depending upon the tasks as per the terms of

reference. Moreover, the local agency and their manpower residing therein shall be fully accountable and responsible for maintaining the accommodation and bearing any loss or damage.

2. All Experts deputed in the project should have own transport/motor cycle/bike with necessary insurances.
3. The contract for this project shall be a **fixed price contract and no variation** in contract amount shall be allowed. The selected agency shall be liable till the acceptance of all deliverable project reports by **AT2ER/EXIM Bank of India**.
4. All bidders have to **sign Integrity Pact** as per attached **Annexure-V**.
5. Subsequent to contract signing between WAPCOS and successful bidder, the national expert has to become available for the project responsibilities within 1 week from intimation notice or communication regarding such requirement from WAPCOS.

#### **11.0 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 for an amount of 3% (Three percent) of the Contract Price in accordance with the Conditions of the Contract.**

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized bank in Togo drawn in favour of WAPCOS LIMITED payable at Gurgaon with having a validity of 4 months from the signing of the contract plus (+) 1 months claim period. The Bank Guarantee shall be on the Performa given in **Annexure IV**.

In case of Local Bank in Togo is unable to issue a Performance Bank Guarantee in favour of WAPCOS LIMITED payable at Gurgaon then deduction of Retention Money will be **increase from 2.5 % to 10 % as mentioned in sub-clause 12.0**.

#### **12.0 RETENTION MONEY/ SECURITY DEPOSIT**

Deduction of Retention Money amounting to 2.5% (Two point five percent) of the amount of work done on every payment on account of Works executed shall be made.

The Retention money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the firm against client. Provided always that, if at such time there remain works to be executed by the firm, client shall be entitled to withhold payment until the completion of such works or so much of the Retention Money as shall represent the cost of the Works so remaining to be executed.

Retention Money shall not be refunded till the firm produces a No Objection Certificate from all concerned. As soon as the work is virtually complete the firm

shall apply for the clearance certificate from client.

### **13.0 CURRENCY OF PAYMENT**

Price(s) shall be quoted in US dollars only.

### **14.0 INSURANCE TO BE TAKEN OUT BY THE LOCAL AGENCY**

The local agency shall take out and maintain at their own cost but on terms and conditions approved by the WAPCOS, insurance against the risks, and for the coverages, as shall be specified below, and the local agency shall provide evidence to the WAPCOS showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**The insurance coverage against the risks shall be as follows:**

- a. Professional liability insurance, with a minimum coverage of Contract Amount, as applicable;
- b. Third party liability insurance, with a minimum coverage as applicable;
- c. Third Party Motor Vehicle Liability Insurance with a minimum coverage as applicable
- d. Employer's liability and workers' compensation insurance in respect of experts/employee in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such employees, any such life, health, accident, travel or other insurance as may be appropriate;
- e. Insurance against loss of or damage to
  - i. Equipment purchased in whole or in part with funds provided under this contract,
  - ii. The sub-consultant's property used in the performance of the services, and
  - iii. Any documents prepared by the sub-consultant in the performance of the services.

### **15.0 NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the WAPCOS.

### **16.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

**Liquidated Damages at the rate of 0.5% of contract price per week to a maximum of 10% of the sum stated in the Agreement.** WAPCOS may deduct liquidated damages from any payments due to the local agency. Payment of liquidated damages shall not affect the local agency liabilities.

### **17.0 TERMINATION CLAUSE**



In case of unsatisfactory performance by the local agency, WAPCOS shall be entitled to terminate the contract & set the work done at the risk and cost of the local agency. WAPCOS may, by written notice of termination to the local agency, suspend all payments to the local agency hereunder if local agency fail to perform any of their obligations under this contract, including carrying out of the services, provided that such notice of termination (i) shall specify the nature of failure (ii) shall request the local agency to remedy such failure within a period not exceeding thirty days after receipt by the local agency of such notice of termination.

## **18.0 SETTLEMENT OF DISPUTES**

Any Dispute between the parties arising under or related to this contract that cannot be settled amicably shall be settled by arbitration in accordance with the following provisions:

- 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/recorded 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 selected agency and the Client (AT2ER), 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 between Client & WAPCOS, 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 proceeding shall be the sole responsibility of Client (AT2ER). The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/ seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in

English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

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

#### **19.0 FORCED MAJEURE**

- a) "Force majeure" means an event beyond the control of the parties and not involving the concerned party's fault or negligence and not reasonably foreseeable in the circumstances. Such events may include but are not limited to acts of the party in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, riot, civil disorder, earthquakes, explosion or other adverse weather conditions, strikes, lockouts or other industrial actions.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's employees, nor (ii) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payments hereunder.
- d) If force Majeure situation affecting the local agency arises, the local agency shall promptly notify WAPCOS in writing of such condition and the cause thereof. Unless otherwise directed by WAPCOS in writing, the local agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by Force Majeure event.

#### **20.0 COURT OF JURISDICTION**

The courts of New Delhi will have the exclusive jurisdiction in all matters.

#### **21.0 PRICE BID**

Price Bid shall be submitted electronically with password protection as stated in clause 29.0(a)

#### **22.0 TAXES & DUTIES**

The local agency and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable Laws of Togo.

#### **23.0 INDEMNIFICATION**

The local agency shall indemnify and hold WAPCOS harmless from and against any claim that the indemnifying party's (local agency) negligent or willful acts or

omissions resulted in personal injury (including death) or damage to tangible property. The indemnified party (WAPCOS) will give the local agency (i) prompt written notice of any actual or alleged Claim; the local agency may not compromise or settle any Claim or consent to the entry of any judgment without the indemnified party's prior written consent.

#### **24.0 THE AUTHORIZED REPRESENTATIVES ARE:**

Representative for WAPCOS LIMITED: **Mr. M. Manoj Kumar, Chief Engineer (T&D).**

#### **25.0 MODIFICATION**

Modification of the terms and conditions of this contract, including any modification of scope of services; may only be made by written agreement between the parties. If applicable the same shall not be effective until the consent of the WAPCOS has been obtained.

#### **26.0 EXTENSION OF TIME**

Any period within which a party shall, pursuant to this contract, complete any task, shall be extended for a period equal to the time during which such local agency was unable to perform such action as a result of Force Majeure.

#### **27.0 LAW GOVERNING SERVICES**

The local agency shall perform the services in accordance with the applicable Government of Togo & Government of India laws and shall take all practicable steps to ensure that any sub – local agency, as well as the personnel of the local agency complies with the Government of Togo & Government of India laws.

#### **28.0 SUBMISSION OF BIDS**

- a) The proposals shall be placed in Zip/rar. file containing (**Technical Proposal in PDF file format** and Financial proposal in “**Password protected**” PDF file format) shall be addressed to:-

**Mr. M. Manoj Kumar,**  
**Chief Engineer (T& D), WAPCOS Limited,**  
**Plot No – 62, Sector – 18,**  
**Gurgaon – 122015**  
**Contact no.+91-124-2340425**  
**Email: [manojkumar-electrical@wapcosindia.com](mailto:manojkumar-electrical@wapcosindia.com)**

##### **Electronic Submission Only:**

Applicants only submit bids electronically to the

**Email: [manojkumar-electrical@wapcosindia.com](mailto:manojkumar-electrical@wapcosindia.com)**

- b) The following instructions must be carefully observed by all the bidders. Quotation/tenders not strictly in accordance with these instructions will be liable to rejection. Failure to comply with any of the instruction or to offer explanation for non- compliance is likely to render effective comparison of the

tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer. The offer should comply with the following:

- 1) The tender must be completed in all respects.
- 2) Conditional tenders, telegraphic, through telex, fax, tenders not on prescribed forms.
- 3) The tender shall be submitted in Zip/ Rar File containing Two (2) separate file in PDF format i.e. **Part-I** containing the **“Technical Bid” (Annexure I - III) PDF File** and **Password protected PDF file for Part-II** containing the **“Financial Bid” (Annexure IV - VII).**
- c) The tender must be enclosed in Zip/Rar file, with File name containing tender number, the closing date and description of tender and must be submitted to the email ID given above **on or before 15:00 Hrs (IST) on 13.03.2025. If the submission date falls on the Holiday or Saturday/Sunday; it is moved to the succeeding business day.** Late submitted proposals shall be rejected. The proposal shall remain valid for a period of **180 days from the date closing.**
- d) **Tenders which are not received by 15:00 hours on the closing date shall be treated as late tenders and shall be rejected.**
- e) Any tender submitted that does not fully comply with the above terms and conditions shall be rejected without further consideration as shall tenders received after the published closing date.
- f) Any clarifications from the bidder should be within 7 days from the date of NIT issued in writing/e-mail to the Chief Engineer (T&D), at the contact details given in Clause 28 (a).
- g) Any neglect, delay or failure on the part of the Bidder to obtain additional information upon the above or any other matters which the bidder considers necessary shall not relieve him from responsibility as a bidder.
- h) Bidders are required to adhere to the instructions regarding preparation and submission of tenders as those who do not comply will be disqualified.
- i) The language of Proposal and all communications shall be English.

## **29.0 OPENING OF THE BIDS**

Tender will be opened one hour after the submission time on the same day of submission.

## **30.0 WAPCOS reserves the right to reject any one or all of the quotations without assigning any reason.**

Bidders are requested to furnish a duly signed checklist clearly indicating the page nos. of the supporting documents towards meeting each item of the qualification requirement.

**ANNEXURE – I**  
**TECHNICAL BID SUBMISSION FORM**

**To:**

**Mr. M. Manoj Kumar,**  
**Chief Engineer (T& D), WAPCOS Limited,**  
**Plot No-62, Sector-18,**  
**Gurgaon 122015**  
**Contact no.: +91-124-2340425**  
**Email: [manojkumar-electrical@wapcosindia.com](mailto:manojkumar-electrical@wapcosindia.com)**

Dear Sirs,

We, the undersigned, offer to provide the services for “*{Insert the name of the Assignment}*” in accordance with your Notice Inviting Tender dated {insert date} and our Proposal. We are hereby submitting our Proposal in Zip / rar. File, which includes the Technical Proposal, and the Financial Proposal under two separate PDF file in which Financial Proposal file is password protected.

We are submitting our Proposal in association with: [insert a list with full name and address of each associated Consultant, also specify, whether they are in Joint Venture or as Sub-Consultants].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in NIT Clause 28(c) of the Notice, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the consulting services related to the assignment not later than the date indicated in Clause 3 of the NIT.

We also confirm that the Government of Togo has not declared us, or any Sub -Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Authorized Signature [In full and initials]**

**Name and designation of Signatory**

**Name of Firm**

**Address**

## **ANNEXURE – II**

### **PROJECT DESCRIPTION SHEET FORMAT**

<b>Assignment Name :</b>		<b>Country :</b>
<b>Location within Country</b>		<b>Professional Staff Provided by Your Firm/Entity (Profile):</b>
<b>Name of Client</b>		<b>No. of Staff</b>
<b>Address:</b>		<b>No. of Staff Months</b>  ...
<b>Start Date (Month/Year)</b>  ...	<b>Completion Date (Month/Year)</b>  ...	<b>Approximate Value of Services (In Current US\$)</b>  ....
<b>Name of Associated Consultant(s), if any :</b>  ...		<b>No. of Months of Professional Staff Provided by the Associated Consultant(s):</b>  ...
<b>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed :</b>  1. ....  2.		
<b>Narrative Description of Project :</b>  .....		
<b>Description of Actual Services Provided by Your Staff:</b>  .....		



### **Annexure – III**

#### **CURRICULUM VITAE (CV's)**

<b>Position Title and No.</b>	
<b>Name of Expert:</b>	
<b>Date of Birth:</b>	
<b>Country of Citizenship/Residence</b>	

**Education:**

**Employment record relevant to the assignment:**

<b>Period</b>	<b>Employing Organization and Your Title / Position</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
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**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):**

<b>Languages</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
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**Expert's contact information:**

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client

Name of Expert

Signature

Date  
{Day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

{Day/month/year}

(The same who signs the Proposal)

## **FINANCIAL PROPOSAL**

**(To be submitted in a separate password protected pdf file)**

**LETTER OF FINANCIAL BID**  
**[On Bidder's Company letterhead]**

**Mr. M. Manoj Kumar,**  
**Chief Engineer (T& D), WAPCOS Limited,**  
**Plot No-62, Sector-18,**  
**Gurgaon – 122015**  
**Contact no.: +91-124-2340425**  
**Email: [manojkumar-electrical@wapcosindia.com](mailto:manojkumar-electrical@wapcosindia.com)**

Dear Sir,

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders. [Insert the number and issuing date of each addendum];
- b. We offer to execute in conformity with the Bidding Documents the following Works:

**CARRYING OUT ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT STUDY/ FIELD WORK AND PREPARATION OF ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT REPORT & ENVIRONMENT & SOCIAL MANAGEMENT PLAN FOR RURAL ELECTRIFICATION OF 350 VILLAGES IN TOGO THROUGH SOLAR PHOTOVOLTAIC SYSTEMS (EXIM BANK FUNDED)".**

- c. The total price of our Bid is:  
[Insert the total price of the Bid in words and figures in USD]
- d. Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to provide a Performance Guarantee in accordance with the Bidding Documents;
- f. We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- g. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder\* [insert along with complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*

[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid] Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed: [insert date of signing] day of [insert month], [insert year]

\*\*Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached with the Bid.

### **INSTRUCTIONS TO THE BIDDERS FOR FILLING UP RATES**

- 1) All prices should be in USD.
- 2) The bidder must quote total price as per enclosed BOQ.
- 3) Prices for each item shall be furnished in the proper format only as per the summary of the cost details given at next page and no sub-headings shall be allowed. Any correction, overwriting etc. should be countersigned.
- 4) The Bidder should quote for all the items mentioned in the BOQ. The Bids not quoting for all the items are liable to be rejected.

## FINANCIAL BID

### BILL OF QUANTITIES (BOQ)

**NAME OF WORK: CARRYING OUT ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT STUDY/ FIELD WORK AND PREPARATION OF ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT REPORT & ENVIRONMENT & SOCIAL MANAGEMENT PLAN FOR RURAL ELECTRIFICATION OF 350 VILLAGES IN TOGO THROUGH SOLAR PHOTOVOLTAIC SYSTEMS (EXIM BANK FUNDED)".**

Sr. No.	Description	Unit	Quantity	Amount in Figures (USD)
1.	Carrying out environmental & social impact assessment study/ field work and preparation of environmental & social impact assessment report & environment & social management plan and obtaining approval on Final ESIA report with ESMP from concerned Ministries/ Authorities of Government of Togo for rural electrification of 350 villages in Togo through solar photovoltaic systems".	Lump-Sum	01	
2.	<b>Total Amount in USD inclusive all Taxes</b>			

**Note:**

- The bidder shall quote rates as per the above schedule.
- The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.

Signature of  
Bidder Name of  
Authorized person  
Date & Seal of  
Company

## **Annexure-IV**

### **FORMAT OF PERFORMANCE SECURITY**

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

To

WAPCOS LIMITED  
5<sup>th</sup> Floor, Kailash  
Building 26, Kasturba  
Gandhi Marg, New  
Delhi-110001

In consideration of \_\_\_\_\_ (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Bidder's name & address) (hereinafter referred to as "the Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Bidder, resulting into a contract valued at US\$ \_\_\_\_\_ (USD only) for (name of work) \_\_\_\_\_ (hereinafter called "the contract") and the Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to US\$ \_\_\_\_\_ (USD only) (3 % of the said value of the Contract to the Employer). We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Bidder to the extent of US\$ \_\_\_\_\_ (USD only) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Bidder. The Employer shall have the fullest liberty without affecting



this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Bidder or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated of the bank granted to him / us by the Bank.

We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to US\$\_\_\_\_\_ (USD only) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed US\$\_\_\_\_\_ (USD only)

- ii. This bank guarantee shall be valid upto\_\_\_\_\_and till\_\_\_\_\_only being the date of expiry of the guarantee;  
and
- iii. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before being the date of expiry of the claim period. (Indicate a date one year after validity of guarantee).

Dated this\_\_\_\_\_day of\_\_\_\_\_at\_\_\_\_\_.

**ANNEXURE – V**  
**FORM OF INTEGRITY PACT**

To

**Mr. M. Manoj Kumar,**  
**Chief Engineer (T& D), WAPCOS**  
**Limited,**  
**2<sup>nd</sup> Floor, SKV House, Plot No-57,**  
**Sector-18, Gurgaon – 122015**  
**Contact no.:+91-124-2340425**  
**Email: [manojkumar-electrical@wapcosindia.com](mailto:manojkumar-electrical@wapcosindia.com)**

Sub: Submission of Tender for the work of **“Selection of Local Agency for conducting ESIA study for the Consulting Services for: for the electrification of 350 villages in Togo through solar photovoltaic systems (EXIM bank Funded)”**

Dear Sir,

I/We acknowledge that (Name of Bidder) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We acknowledge that the Making of the Bid shall be regarded as an Unconditional and absolute Acceptance of this condition of the NIT.

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

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

**FORMAT FOR INTEGRITY PACT**

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

**BETWEEN**

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

**AND**

.....  
.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the

(Details

of duly authorized signatory))

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No.....)

(hereinafter

referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work)

hereinafter

referred to as the "Contract".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

#### **WITNESSES:**

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

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

Place:

Dated :