



वाष्कोस लिमिटेड
WAPCOS LIMITED

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

TENDER DOCUMENT FOR

**Notice Inviting Tender for “Supply of Stones for
Rectangular and sub rectangular survey for
Choudhary Kumbha Ram Arya Lift Canal (Sahwa
Lift Canal) of IGNP Stage-II”**

WAP/WRD/RAJ/IGNP/SAHWA/JPR/2024-25/01

Date: 27.08.2024

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NOTICE INVITING TENDER (NIT)

BID DATA SHEET

NOTICE INVITING e-TENDER (NIT) /(E-Procurement System)

Dated: 27.08.2024

Notice No: WAP/WRD/RAJ/IGNP/SAHWA/JPR/2024-25/01

WAPCOS Limited (A Govt. of India Undertaking), invites “**E-Tenders**” from experienced Agencies and competent bidders for the work as per the following details:

1.	Name of Work / Project	:	Supply of Stones for Rectangular and sub rectangular survey for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP
2.	Site / Location	:	Rajasthan State
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal (https://gem.gov.in/)
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal (https://gem.gov.in/)
5.	Estimated Cost (Details given in scope of work)	:	Rs. 25,94,419/- including GST Rs. 24,70,875/- excluding GST
6.	Cost of Tender Document / Processing Fee	:	NIL
7.	Earnest Money Deposit (EMD)	:	Rs. 51,890/- (Rupees Fifty One Thousand Eight Hundred Nineteen only) shall be deposited in the form of RTGS/NEFT/D.D./Banker's cheque/FDR in favor of 'WAPCOS Limited' payable at Gurugram, Haryana OR Can be accepted in the form of bank Guarantee in prescribed format issued by a nationalized / scheduled bank.
8.	Performance Bank Guarantee	:	3% of Total Contract Value
9.	Project Completion Period	:	3 months from the Date of Award
10.	Validity of Bid/Tender	:	90 Days from Bid Opening date
11.	JV/Consortium	:	Not Allowed

12.	Site Visit	:	Not Mandatory
13.	Last date & time of Procurement / download of tender Document	:	10.09.2024 till 17:00 hrs As per the condition of e- Tendering, the bidder must officially procure/ download the tender documents from the GEM portal in order to bid before the date and time given for procurement.
14.	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED, Jaipur) latest by 2 days before last date of tender submission as mentioned in NIT.
15.	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	:	11.09.2024 upto 13:00 hrs in the Office of Project Manager, WAPCOS Limited, Jaipur
16.	Last date & time for online submission of Technical & Financial Bid	:	10.09.2024 upto 17:00 hrs
17.	Online opening of Technical Bid	:	11.09.2024 at 16:00 hrs
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	Project Manager, WAPCOS Limited B-76, Gautam Marg, Shyam Nagar, Jaipur, Rajasthan – 302019 Email: jaipur@wapcos.co.in, wapcosjaipur@gmail.com Contact No. +91-141-4008756

Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable): The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.

The technical and financial bids shall be uploaded on the GEM portal. Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders. If the office of WAPCOS Limited, Jaipur happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

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

The purpose of this NIT is to provide with information to interested parties 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.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries 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.

IMPORTANT POINTS

- i. Joint Ventures / Associations are strictly not allowed.
- ii. 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.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of
WAPCOS LIMITED**

**Project Manager
WAPCOS Limited
Jaipur**

SECTION-I

INSTRUCTION TO BIDDER

SECTION-I

INSTRUCTION TO BIDDER

1.1 INTRODUCTION

This Part of the Bidding Documents i.e. Instructions to the bidder provides the information necessary for bidders to submit responsive bids, opening and evaluation and process for award of contract. If any information provided in this document has conflict with the provision of general conditions, then the later shall prevail.

The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in all parts of tender document along with all amendments/ corrigendum's / addendums before filling the Bid form. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.

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	Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
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

S. No.	Module	Link for Training Module
7	Bid Participation Services	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/EM D-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assets-bq.gem.gov.in/resources/upload/shared_doc/training_content/Ite m-Wise-BOQ-seller-v2-1652262676.pdf

TENDER DOCUMENTS

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

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexure for Bid Submission

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

CLARIFICATION OF BID DOCUMENTS

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in the pre-bid meeting / as mentioned in the NIT.

The Employer will reply to only those queries which are received before the scheduled time and which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like or replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained and WAPCOS Limited shall remain indemnified on all counts in this regard.

AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

1.2 SUBMISSION OF BIDS

Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through GEM Portal (<https://gem.gov.in/>).

Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

Documentary evidence of having deposited the cost of bid document and EMD as per NIT.

Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 7 of ITB and other requirements mentioned elsewhere in the Tender document.

Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/information. Financial offers shall be submitted as per prescribed format given in **Annexure-A: Financial Bid** of Bid document. Financial Bid shall be uploaded through GEM Portal of Government of India.

Deadline for Submission of Bids

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The notice for extension of bid submission date shall be put on GEM Portal of Government of India.

Modification and Withdrawal of Bids

The bidder may modify or withdraw their bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to WAPCOS. The bid shall be modified / withdrawn on GEM Portal.

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause-3.

Assistance To Bidders

- 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.
- 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.

Bid Submission

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

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (Envelope-II of the Tender Document)

1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

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

- ✓ Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”
- ✓ Original of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.

1.4 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) / GEM Portal registration

2 INSTRUCTIONS TO BIDDER

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- a) The Schedule of Quantity is given in **Annexure-A**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.

- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
 - vi. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- vi. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- vii. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- ix. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- x. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3 EARNEST MONEY DEPOSIT (EMD)

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD is mentioned is **Annexure I**.
6. The bank details of WAPCOS Limited are
 - Account Number – 193502000000281
 - A/c Holder – WAPCOS Limited
 - Bank Name – Indian Overseas Bank
 - Branch name: NHB, Gurugram
 - IFSC code: IOBA0001935
7. Unsuccessful bidder's EMD will be released after award of work to the Successful bidder.

Forfeiture of EMD

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation & submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Ltd shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

6 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

7 ANNEXURES

The successful Bidder shall submit the following documents and follow the guidelines as per "**Section of Annexures**" mentioned in tender document.

Annexure- I	:-	BANK GUARANTEE FORMAT FOR EMD
Annexure- II	:-	PERFORMANCE SECURITY

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

**For & on behalf
of WAPCOS Ltd**

SECTION- II

SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

1.0 SITE VISIT

Intending Bidder(s) are necessarily required to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

The Scope of work of project in this Section shall include in accordance with Detailed Technical Specifications of all the works.

2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 2 days of tender submission date as mentioned in NIT.

3.1 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded with properly readable scanned copies of following documents. **All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page. Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

Format of Check List				
S.N.	Particular of Document	Yes	No	Page Nos. From-to
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD as mentioned in NIT in original			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2022-23 duly certified by Chartered Accountant.			

	<ul style="list-style-type: none"> The contractor should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2021-22. Certificate shall be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number. 			
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work in last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant doing Statutory Audit (Form-A). Turnover & profit/loss certificate/form must carry UDIN. 			
	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant. 			
e)	<p>The bidder should have completed and/or ongoing similar type of work in last 7 Financial Years ending previous day of last date of submission of tender for Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU in India and Nifty Listed companies (Form B).</p> <p>Eligibility Criteria:</p> <p>a) The value of the work of one similar work of 80% of estimated cost during the last 7 years.</p> <p style="text-align: center;">or</p> <p>b) The value of the work of two similar works of 50% of estimated cost during the last 7 years.</p> <p style="text-align: center;">or</p> <p>c) The value of the work of three similar works of 40% of the estimated cost during the last 7 years.</p> <p>Projects carried out should be in India only.</p> <p>Note:</p> <p>1. Similar works shall mean Supply of Stones for Civil Engineering related Works. The “Completed work” refer to fully completed work of the amount required as per relevant qualification criteria. The bidder shall submit the Experience certificate/proofs of final bills submit to the client and receipts of payment received. These bills & receipts are to be duly certified by the owner / client mentioning name of the supplier, type of stones and quantity, nature of work(s), value(s) of the order(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/W.O(s). (Form-B).</p>			

	<p>2. These works should be carried out in India only under a single contract.</p> <p>3. If the bidder submitted the proof of ongoing works, then certificate of completion or proof of having received at least 80% payment of the awarded cost of the project against the completed work needs to be submitted. The Payment received by the bidder shall meet the minimum requirement of Project cost as per Eligibility.</p>			
f)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency (i.e. the Solvency certificate shall be dated after the date of publication of Tender) from the Banker for a sum of at least 40% of the estimated cost in Original from any nationalized /scheduled bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-I)</p>			
g)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-C).</p>			
h)	<p>Copy of P.F and PAN Number.</p>			
i)	<p>Goods and Service Tax (GST): Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.</p>			
j)	<p>The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation.</p> <p>Joint Ventures / Consortium / Associations are strictly not accepted.</p> <p>Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.</p>			
k)	<p>Bidder should not be blacklisted/ debarred by any government/ semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-D).</p>			
l)	<p>Letter of understanding the project site on bidder's Letter Head (Form-E).</p>			
m)	<p>No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-F).</p>			
n)	<p>Agreement to execute the Integrity Pact (Form-G).</p>			

o)	Bidder shall submit Information on litigation history in bidder Letter Head (Form-H) .			
p)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed (use scanned signature) by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited. (Do Not Submit with the document of Offline Submission)			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non-compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

NOTES:

Bidders who full fill the above requirements shall only be qualified for technical evaluation.

Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- 1 All the documents in ORIGINAL, mentioned in “Section-II: Selection and Qualifying Criteria” in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (o) along with checklist & page numbering in separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope. *(Do Not Submit document at Sr. No. (p) above, with the document of Offline Submission)***
- 2 Originals of EMD and Solvency Certificate in separate sealed envelope clearly labeled as “EMD AND SOLVENCY” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.**

NOTE: All above two envelopes shall be submitted in one single envelope clearly labeled as “Technical Qualification Documents for Offline Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT (MANDATORY).

4.0 CONTENTS OF FINANCIAL BID

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 the estimate based on the scope of work of the project and also based on DSR provisions 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. **The Goods and Services Tax (GST) shall be paid extra over quoted cost to contractor.**

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 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 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.

The quoted rates/amounts shall be deemed to be firm throughout the project till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.

The contract may be extended, according to the direction of Project Authority, in this case also, the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor to quote the rate accordingly.

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

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

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

5.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time by email.

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

6.0 JOINT VENTURE

Joint Venture / Consortium / Associations are strictly not accepted/allowed.

7.0 BID PRICES

- 7.1 The bidder shall fill in rates and prices for all the items of the schedule of works. The rates should be **inclusive of all applicable taxes & duties, if any, and exclusive of GST which will be paid as applicable.**
- 7.2 The quoted price shall include, but not be limited to, the following activities:
- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc;
 - Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
 - Taking all necessary safety precautions;
 - Clearing sight lines by removal of bushes and scrub.
 - Access to the project site
 - Making of temporary paths for movement of equipment's etc.
 - Any stoppage of works due to any unforeseen reason.
- 7.3 **The rate should include all taxes & duties, calibration, insurance, transportation etc. (excluding GST) and nothing extra will be paid over and above the contract price as specified in Annexure-A.**
- 7.4 Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
- 7.5 Any conditional bid shall be rejected.

8.0 BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 90 (Ninety) days from the date of opening of the quotations.

9.0 BID OPENING

Bid opening date & venue are mentioned in Bid Data Sheet. The bidders can send their representatives, if they desire so as to attend the bid opening.

10.1 EVALUATION & SELECTION CRITERIA

10.2 TECHNICAL

The technical evaluation will be based on clause 3.0: Qualifying criteria. The agencies qualifying under clause 3.0 above are only considered for further evaluation.

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

- I. Submitted the application after the response deadline;
- II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive;
- V. Failed to provide clarifications related thereto, when sought;
- VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VII. Bid is incomplete and/ or not accompanied by all required documents;
- VIII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- IX. The Qualifications and Experience of the Bidder are not met by the Bidder;
- X. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

Shortfall Documents

WAPCOS may ask the Bidder for submission of additional documents, if required. These documents shall not be relating to Original data submitted by bidder / submission of EMD/Solvency Certificate. 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.

Right to Accept/ Reject the Bid

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TIA reserves the right to reject incomplete or incorrect bids.

10.3 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

SELECTION CRITERIA – FINANCIAL

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any

discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.

- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.
- If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

11.0 AWARD OF WORK

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 **To complete the work in the time period of 3 (Three) months from the date of issue of work order including supply period. Contractor has to assign sufficient team with equipment's to complete the order in time.**
- 11.3 Notwithstanding clause 11.1 as above the employer 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 the employer action.

12.0 TERMS AND CONDITIONS

- 12.1 Time of Completion: **3 Months (Three)** from the date of award of work or in accordance with the requirements of the Client including the period of mobilization.
- 12.2 The bidder shall mobilize the required manpower and machineries at Project Site within 5 days from issue of Letter of Award.
- 12.3 Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.

13.0 A) PERFORMANCE SECURITY

- 13.1 A performance security guarantee of 3% of the total value of contract shall be payable by the Bidder (successful bidder) within 10 working days on award of the works in the form of Bank guarantee in the specified format.
- 13.2 Successful tenderer shall accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.
- 13.3 Performance guarantee may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.
- 13.4 Performance guarantee shall remain valid for a period of sixty days beyond the date

of completion of all contractual obligations of the bidder, including operation and / or maintenance and defect liability period, if any or one month from the date of release of final payment whichever is later.

The Bank Guarantee (Performance BG or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

Indian Overseas Bank
NHB Gurugram, Branch Code: 1935
IFSC Code: IOBA0001935
Beneficiary: WAPCOS Limited”

Acknowledgement Number so generated may be provided along with the BG’s.

The Performance Guarantee shall be refunded to the Agency after 60 days of the successful completion of all activities as per the scope of the work.

B) SECURITY DEPOSIT

Security Deposit of 5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

14.0 VARIATION

It may be noted that the quantity(s) as given in the Bill of Quantity schedule has been estimated as realistically as possible, but any variation in the quantities arising may be incorporated, on prior approval of Engineer-in-charge of WAPCOS Limited. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions (maximum of 10% depends on site conditions). No change in the quoted rate shall be allowed due to changes in the quantities of works actually executed and the quantities given in the schedule of works.

The variation of quantities is applicable/acceptable only after the approval & payment received by WAPCOS from the Client for the same.

15.1 PHASING OF PAYMENT

Sl. No.	Milestone	% of Payment that can be claimed
1.	Supply of Sand Stones (Red) (30 cm x 30 cm x 90 cm with chisel dressing on top 30 cm x 30 cm x 30 cm) <i>and</i> Sand Stones (15 cm x 15 cm x 75 cm with chisel dressing on top 15 cm x 15 cm x 15 cm)	90%
2.	Final checking of stones supplied by vendor as per specifications for Sand Stones (30 cm x 30	10%

	cm x 90 cm with chisel dressing on top 30 cm x 30 cm x 30 cm) <i>and</i> Sand Stones (15 cm x 15 cm x 75 cm with chisel dressing on top 15 cm x 15 cm x 15 cm), i.e. as detailed in Sl. No. 1 above.	
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Note:

1. GST payment will be made after submission of proof/ challan.
2. Taxes as applicable shall be deducted at source as per GOI norms.

Back-to-Back payment clause:

“The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Govt. of Rajasthan being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from Govt. of Rajasthan being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from Govt. of Rajasthan, 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”.

16.1 PROGRAMME

The contractor shall furnish within five days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract.

16.2 Contractors Superintendence and Obligations

The contractor shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

16.3 Insurance

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

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

- 16.4** The bidder shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favourable than those required by law.
- 16.5** In case, any delay occurs due to local hindrance the bidder shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The bidder shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.
- 16.6** The bidder shall submit weekly progress report to WAPCOS site engineer. The bidder shall equip their site in charge with mobile phone to facilitate communication and control over work progress.
- 16.7** No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS at any stage.

17.1 OTHER TERMS AND CONDITIONS

- i) The Bidder will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
 - Third party liability insurance.
 - Worker's compensation insurance in respect of bidder's personnel.
 - Any other insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land.
- iv) The agency shall comply with the provisions of the following acts:
 - Contract labour (Regulation & Abolition) Act 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer's Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- v) The Bidder shall not employ any laborer below 18 years.

18.1 ARBITRATION

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

- 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-Bidder 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 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”.

19.0 LIQUIDITY DAMAGES

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the awarded value will be imposed.

The amount of the said compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract.

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

20.1 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the

Agency or WAPCOS/Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural Phenomenon, including but not limited to floods, droughts earthquakes and epidemics/ Pandemics (i.e. Covid-19 etc.).
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days form occurrence of such a cause, notifies the other in writing of such cause. The Agency or WAPCOS/Client shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/his/her obligations resulting from any force majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS/Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the consultant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provided adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

21.1 Termination of Contract and payment upon Termination

21.2 Termination of Agreement for failure to commence Services:

If the Agency does not commence the Services within the 14 days period after award of the works, WAPCOS may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void. If the services of the Agency are not found satisfactory, the Contract can be terminated without citing any reason & set the work done at the risk and cost of the Bidder.

21.3 Payment upon Termination

Upon termination of this Agreement WAPCOS shall make the only payments to the Agency corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from

the Agency to WAPCOS). No payment whatsoever for incomplete stage of work shall be made to Agency.

22.0 Blacklisting policy

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

“The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form-D. 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.”

23.1 Make in India Public Procurement (Preference to Make in India)

The bidder must comply with Order Nos. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The details available on ministry website.

Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

The Order is applicable for procurement by Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

The margin of purchase preference shall be 20%. 'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under:

- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

24.0 Provision as per Rule 144(xi) of GFR

F.NO.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

The order available on the Ministry of Finance Department of Expenditure Public Procurement Division website.

25.1 Penalty Clause

The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS due to the delay in completion of works or related reasons.

25.2 TERMS OF REFERENCE

INTRODUCTION

WAPCOS LTD has been awarded the work of "Hiring of Agency for carrying out conversion of Khasra into Murabba preparation of schedule 04 08 for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP Stage II" by Indira Gandhi Nahar Pariyojana Department, Bikaner. Now Online Bids are invited by WAPCOS Limited (A Govt. of India Undertaking) for Procurement & Supply of Sand Stone from eligible firms/ companies/ manufacturer and bidders for Supply of Stones for Rectangular and sub rectangular survey for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP Stage-II as per the specifications mentioned herein.

GENERAL INFORMATION

This tender deals with Procurement and Supply of Stone with Chisel Dressing for the purpose of Rectangular and sub rectangular survey for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP Stage-II as below.

SCOPE, QUANTITY OF SUPPLY AND SPECIFICATION

Stone details are as follows: -

Items details are as follows:

Sl. No.	Description	Size	Delivery Location near Sahwa (Hanumangarh)	Quantity
1.	Sandstone* (Red as shown in image)	30 cm x 30 cm x 90 cm with chisel dressing on top 30 cm x 30 cm x 30 cm	Mayla	10
			Kallasar	12
			Bisrasar	15
			Leghon ki Dhani	10
			Ramka	15
			Jedhasar	15
			Sirangsar	10
			Jabrasar	15
			Ranisar	15
			Neolkhi	13
			Khunyain	15
Total				145
2.	Sandstone* (Red as shown in image)	15 cm x 15 cm x 75 cm with chisel dressing on top 15 cm x 15 cm x 15 cm	Mayla	850
			Kallasar	800
			Bisrasar	800
			Leghon ki Dhani	800
			Ramka	800
			Jedhasar	750
			Sirangsar	850
			Jabrasar	800
			Ranisar	800
			Neolkhi	850
			Khunyain	800
Total				8,900

***Specification of Stone:**

The stones shall be only of Sandstone (Red) of sizes as indicated above.

Note: - The above quantities are tentative and may increase or decrease as per the site requirements, the bidder has to quote the rates per No's basis and considering 10% variation on either side.

Stone Image for example: -



Inspection, Testing & Expediting

- The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications / relevant standards of such works. The Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) authorized for these purposes.
- The inspections and tests may be conducted on the premises of the SELLER / at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER, all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- The PURCHASER's right to inspect, test and where necessary reject

the GOODS after the GOODS' arrival in the PURCHASER's Site shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

- The INSPECTOR may follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 7 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 7 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee

will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

TIME SCHEDULE & PROGRESS REPORTING

The stipulated time for completion of work for supplying of stones as per the specifications will be 3 months.

Time Schedule Network/Bar Chart

- Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing and supply of the GOODS.
- The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery.
- The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

DELIVERY & DOCUMENTS

Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.

TRANSIT RISK INSURANCE

All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

TRANSPORTATION

Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading & unloading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

GUARANTEE

All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, QAP, other attachments and conditions stated

in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the operation of the works/ pipes/ fittings for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of not less than twelve (12) months from the date of replacement/repair.

If the materials supplied do not meet the specifications and/or not in accordance with the drawings/ data sheets/ QAP or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

SECTION III

FORMS

LETTER OF TRANSMITTAL
(on Bidder Original Letter Head)

To
Project Manager
WAPCOS Limited, Jaipur

Sub:

NIT No: -

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: _____ as per your advertisement.
- ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name
and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-A
FINANCIAL INFORMATION

[To be submitted on Original Letter Head of Bidder or Original Letter Head of CA]

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years	Gross Annual turnover	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

2. Financial arrangements for carrying out the proposed work: It is hereby declared that --
----- (Name of firm with address) has enough financial resources
to execute the proposed work.

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note: (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.
(ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-2023
(iii) duly certified by Chartered Accountant should be attached.
(iv) The date of certificate shall not be older than one month of the date of submission of the bid.

FORM - B

STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED
DURING THE LAST 7 YEARS OR PRESENT FINANCIAL YEAR

Name of work	Allotment/ award No & date	Name& address of client who awarded (Including Tele/Fax No.	Contract value in Rs. Original/ revised	Date of award of work	Date of completion original /revised	Actual date of comp	Comp. cost	Type of work	Remarks explaining reasons for delay in work completion if any
1	2	3	4	5	6	7	8	9	10

NOTE:

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2) Certificate from client for the above information should be attached with the offer.

FORM - C STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	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.	
8.	In which field, the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORM-D
**FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH
REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING AGENCY**

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

Name of Work:

Ref: Tender No.....Dated.....

To
Project Manager
WAPCOS Limited, Jaipur

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Limited. Further, we hereby confirm and declare that we, M/s. _____ is not blacklisted/De registered/debarred by any government department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works /Services during the last 5 years.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

FORM-E

FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following: -
- a). Topography of the Area.
 - b). Ground conditions at the site of work.
 - c). Availability of local labour, both skilled and unskilled and the prevailing labour rates.
 - d). Availability of water & electricity.
 - e). The existing roads and access to the site of work.
 - f). Availability of space for putting labour camps, Offices, stores, godown, Engineering yard etc.
 - g). Climatic conditions
 - h). Methodology to be adopted for successful completion of work.
 - i). Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderer & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-F

FORMAT FOR NO DEVIATION CERTIFICATE

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

To
Project Manager
WAPCOS Limited, Jaipur

Subject: No Deviation Certificate for ----- (name of Work /Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

Signature, name and designation
of the Authorized signatory)

Place:

**Name and seal of
Bidder**

FORM-G
FORMAT FOR INTEGRITY PACT
[To be submitted on Bidder's Original Letter Head]

To,
WAPCOS Limited
76-C, Sector-18,
Gurugram – 122015, Haryana

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

Dear 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 **Enclosure-I.**

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)

Date:

Place:

Name and seal of Bidder

INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100 and to be notarized]

This Integrity Agreement is made at on this day of20.....

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/Agency" 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 Agency(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 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)/Agency(s)

- (1) It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Agency(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the 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)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the 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)/Agency(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in attendance on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

- (1) If the Bidder(s)/Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the agency shall have powers to disqualify the Bidder(s)/Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the 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 of the Bidder/Agency.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency 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/Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Agency's/Sub-agency's

- (1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agency's.
- (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 Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

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

2.

.....

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

Place:

Dated :

FORM-H

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To
Project Manager
WAPCOS Limited, Jaipur

Subject: Litigation History, Liquidated Damages, Disqualification for -----(Name of Work/Project)

It is hereby declared that our firm (Name of firm with address-----) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

(Signature, name
and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

LITIGATION HISTORTY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2024 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

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

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
 ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
 ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No
 ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No
 ii) (If yes, give details, including present status:

- e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM - I

Form of Banker's Certificate from a Scheduled Bank (Solvency) (in sealed cover addressed to Authority)

To
Project Manager
WAPCOS Limited, Jaipur

Name of the work:

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....having registered address, a customer of our bank, is/are respectable and can be treated as reliable and solvent for any engagement up to a limit of Rs..... (Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt/M/S for tendering process being invited by WAPCOS for (name of work)

(Signature)

For the Bank
(Name & Designation of POA number of the bank official)
Email:

Note:

1. Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.
2. The date of certificate shall not be older than initial date of publication of tender.

SECTION IV

ANNEXURES

Annexure I - Form of Bank Guarantee for EMD
(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Project Manager

WAPCOS Limited, Jaipur

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s..... having its Registered/Head Office at..... (hereinafter
called the 'Bidder') wish to participate in the said Bid or..... and you, as a
special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an
amount of..... valid uptoon behalf of Bidder in lieu of the Bid
deposit required to be made by the Bidder, as a condition precedent for participation in the
said Bid.
2. We, the Bank at (local address) having
our Head office at guarantee and undertake to pay immediately on
demand by WAPCOS Limited, A Government of India Undertaking, the
amount..... of (in words &
figures) without any reservation, protest, demur and recourse. Any such demand made by said
'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised
by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the
Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
(1) Our liability under this guarantee is restricted to Rs. (in words & figures).
(2) This Bank Guarantee will be valid upto; and
(3) We are liable to pay the guarantee amount or any part thereof under this Bank
Guarantee only upon service of a written claim or demand by you on or before
.....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

WITNESS

.....

(Signature) (Signature)

.....

(Name)(Name)

.....

(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....

ANNEXURE II
FORM OF PERFORMANCE GUARANTEE

Project Manager
WAPCOS Limited, Jaipur

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (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. dt. _____ and the same having been unequivocally accepted by the Bidder, resulting into a contract valued at Rs. _____ (Rupees _____ 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 Rs. _____ (Rupees _____ only) (3% of the said value of the Contract to the Employer.

We, _____ (name & address with issue branch mail id of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Bidder to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest , recourse or protest and/or without any reference to the 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 Agency 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 Agency. 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 Agency 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 Agency 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 Agency and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency'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 Rs._____ (Rupees_____only) and it shall remain in force upto and including_____and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs . _____
(Rupees_____only);

ii) This bank guarantee shall be valid upto _____; and

iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (**indicate a date twelve month after validity of Guarantee**)

Dated this _____ day of _____ at _____.

FINANCIAL BID

Form of Quotation

Quotation for

“Supply of Stones for Rectangular and sub rectangular survey for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP Stage-II”

To,

Project Manager
WAPCOS Limited,
B-76, Chaman Villa, Gautam Marg,
Shyam Nagar, Jaipur - 302019
Telephone: 0141-4008756
E-Mail: wapcosjaipur@gmail.com

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

Total price for carrying out the work **“Supply of Stones for Rectangular and sub rectangular survey for Choudhary Kumbha Ram Arya Lift Canal (Sahwa Lift Canal) of IGNP Stage-II”** is,

Rupees _____

(Amount in Words and Figures)

This price will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

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

Signed this _____ day _____ 2023

Signature and seal of bidder
or Authorized representative

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

ANNEXURE– A**(Contd.,) BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE**

PAGE _____ OF _____

S. NO.	ITEM	UNIT	QUANTITY	Rate (INR)	Total value in Rupees
(1)	(2)	(3)	(4)	(5)	(6)
1	Stone* (Size: 30 cm x 30 cm x 90 cm with chisel dressing on top 30 cm x 30 cm x 30 cm)	Nos.	145		
2	Stone* (Size: 15 cm x 15 cm x 75 cm with chisel dressing on top 15 cm x 15 cm x 15 cm)	Nos.	8,900		
Total Value in Rupees (in Words)					

***Specification of Stone:**

The stone shall be of Sandstone (Red) of sizes as indicated in the above BoQ.

Note:

- A) Quoted price shall be inclusive of all levies and taxes and exclusive of GST which will be paid as applicable.
- B) The Quoted price FOR Site inclusive of Loading & Unloading at different locations as indicate above in ToR (Scope and quantity of supply).
- C) The company shall be performing all its duties of deduction 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.
- D) Quantity mentioned may vary according to the site conditions.
- E) Payment will be made after inspection of stone as per actual supply.

Date:

Place:

**Signature of bidder
Name and Stamp**