



**WAPCOS Limited  
(A Government of India Undertaking)**

**Request for Proposal**

**for**

**Selection of NABL Accredited Laboratory for Water  
and Soil Quality Analysis**

**TENDER No. WAP/ENVT/Lab-Water &Soil/2026**

**May 2026**

## **TENDER INFORMATION**

**NIT No. WAP/ENVT/Lab-W&S/2026**

**Name of Work: Selection of NABL Accredited Laboratory for Water and Soil Quality Analysis**

Tenders are invited through E-Tendering System by Deputy Chief Engineer, WAPCOS Limited from reputed, experience and eligible firms/companies/agencies for the above subjected work.

The tender can be downloaded by logging on to the websites: [www.wapcos.co.in](http://www.wapcos.co.in), <https://gem.gov.in/>

For Registration / Procurement / uploading of Tender and also viewing & procurement of the Corrigendum / Addendum, if any, please visit <https://gem.gov.in/>.

Further clarification / corrigendum, if any, will be notified through the GeM Portal.

**Deputy Chief Engineer  
WAPCOS Limited**

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**SECTION-I:**

**NOTICE INVITING TENDER**

## **DISCALIMER**

WAPCOS Limited has prepared this document for Selection of NABL Accredited Laboratory, based at National Capital Region (NCR) for Water and Soil Quality Analysis. The purpose of this document is to provide bidders with information to assist the formulation of their bid. The information is provided on the basis that it is non-binding on WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

While WAPCOS Limited has taken due care in preparation of the information contained herein and believe it to be accurate and WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express 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.

### Notice Inviting Tender (NIT)

S. No.	Particular	Details
1.	Document Reference Number	WAP/ENVT/Lab-W&S/2026
2.	Tender Invitation Date	As per GeM
3.	Client	WAPCOS Limited
4.	Name of Work	Selection of NABL Accredited Laboratory for Water and Soil Quality Analysis for various Projects in India
5.	Project Cost	Rs. 5,75,000 /- including GST
6.	Joint Venture	Joint Venture / Consortium / Association of bidders are not allowed.
7.	Earnest Money Deposit (EMD)	<p>Rs. 11,500 (Rupees Eleven Thousand Five hundred only) as Earnest Money Deposit (EMD) to be Deposited through RTGS/ NEFT in the bank account as per the details:</p> <p><b>Name of Bank:</b> Indian Overseas Bank  <b>Bank Account Number:</b> 193502000000405  <b>IFS Code:</b> IOBA0001935  <b>Branch Name:</b> National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana</p> <p><b>The bidders registered as Micro &amp; Small Enterprises (MSEs) with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of EMD and Tender processing fee of WAPCOS.</b></p>
8.	Offer Validity	120 days from the last date of submission of Bid
9.	Time for Completion of Work	15 days from the Date of signing of agreement
10.	Date of start of work	As per GeM portal
11.	Bid Clarifications	As per GeM portal
12.	Last Date & Time for Submission of Technical and Financial proposal (only online proposals are to be submitted)	As per GeM portal
13.	Last date of EMD submission	As per GeM portal
14.	Last date of Physical submission of Bid	As per GeM portal
15.	Date & Time for opening of Technical proposals	As per GeM portal

<b>S. No.</b>	<b>Particular</b>	<b>Details</b>
16.	Address for Bid Submission	Deputy Chief Engineer WAPCOS Limited, 76-C, Sector-18, Gurugram-122015, Haryana

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above.

S/d  
**Deputy Chief Engineer**  
**WAPCOS Ltd.**

**SECTION-II:**

**INSTRUCTION TO BIDDERS**

## **1.1 Introduction**

WAPCOS invites proposal from interested agencies to submit the bid online for Selection of NABL Accredited Laboratory for Water and Soil Quality Analysis for various Projects in India

## **1.2 Agency**

“Agency” referred here in could be Firm/ Organization/ Company/ Private Limited which could undertake the work and deems to apply for the tender as a bidder

## **1.3 Validity of the Offer**

The Proposal shall remain valid for a period of 120 days from the date of opening of Proposal. If required, WAPCOS Limited in writing can request bidders for extension of the period of validity.

## **1.4 Right to Accept or Reject any Proposal**

WAPCOS Limited reserves the right to annul the Request for Proposal process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

## **1.5 Force Majeure**

For the purpose of this clause Force Majeure event means an act of God, War, Blockage, Lightening, fire, earthquake, storm, flood, epidemic, political turbulence, acts of terrorism or any other event or circumstances or combination of events & circumstances beyond the reasonable control of either parties. If the Bidder is prevented from performing its obligation due to such Force Majeure, the bidder will be remunerated for the duration of 3 months. The Affected party/ bidder shall in every instance, to the extent it is capable of doing so, use its best efforts to perform and fulfill the obligation to the extent possible with flexible solutions in such a case. Payment to Selected Agency for period of 3 months on account of Force Majeure event, shall be paid only after the receipt of the corresponding payment from the Client.

## **1.6 Termination of Contract**

The Selected Agency stops work for 90 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.

## **1.7 Preparation of Proposal**

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary

information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.

- ii. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- iii. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).
- iv. Proposals received by facsimile shall be treated as defective, invalid and rejected.
- v. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- vi. No Bidder is allowed to modify, substitute or withdraw the Proposal after its submission.

### **1.8 Eligibility Criteria**

- The Bidder must be a Reputed, Resourceful and Experienced Laboratory/ Agency in India and shall operate in conformity with the provisions of laws in India.
- Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.
- Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-I**
- Laboratory should have NABL accreditation for the analysis for Physio-chemical and Biological parameters listed in the scope of work.
- Laboratory should have valid approval of Ministry of Environment, Forests & Climate Change.
- Lab should have sophisticated instruments like AAS or ICP to undertake trace metal analysis of samples of Water and Soil.
- **The Awarded Laboratory shall collect the water & soil sample from WAPCOS Gurgaon office within 24 hours of intimation by work order/telephone/email/fax etc. from the following address:**

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

- The parameters to be considered for quoting are given in Scope of Work. However for any other parameters other than mentioned above required to be carried out for any other specific projects, the rates shall be decided based on mutually agreed costs.
- Organizational Details to be given as per **Annexure-II**.

- Details of similar works completed in last 7 years in given format as **Annexure-III** (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)

One (01) similar completed service with consultancy fees of not less than **80% of estimated cost**

Or

Two (02) similar completed services with consultancy fees of not less than **50% of estimated cost** each

Or

Three (03) similar completed services with consultancy fees of not less than **40% of estimated cost** each

**Note: Similar works mean Analysis of various parameters of only Water and Soil samples**

- **Letter of Incorporation/Registration Certificate:** The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm / Limited company private or public or corporation. 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.
- **PAN Card:** Agency must have PAN (Documentary evidence is to be submitted)
- **Goods and Service Tax (GST):** Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.
- **Turnover:** Minimum Average annual turnover of the bidder shall not be less than **Rs. 2,87,500 (Rupees Two lakh eighty seven thousand five hundred only)** for last three financial years, ending March 2026. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA) in the prescribed format as per **Annexure-IV. The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number).**
- **Profit after Tax:** The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25.
- The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. An Undertaking on letter head to be attached as **Annexure-V.**
- Proof of location of Registered Office or branch in National Capital Region (NCR)
- Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.

- Bidder should not have any conflict of Interest. An Undertaking on letter head to be attached.
- **Joint Venture:** JV or Association is not allowed
- MSMEs Registration Certificate to be provided, if the bidder is registered as MSME
- The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder has 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. 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. Bidder should submit the declaration as per referred Form in RFP

### 1.9 Earnest Money Deposit

The Earnest Money Deposit (EMD) of **Rs. 11,500 /- (Rupees Eleven thousand five hundred only)** to be deposited through RTGS/NEFT

**Name of Bank:** Indian Overseas Bank

**Bank Account Number:** 193502000000405

**IFS Code:** IOBA0001935

**Branch Name:** National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana

The Bidder registered with Micro, Small & Medium Enterprises (MSME) and National Small Industries Corporation (NSIC) and having single point registration are exempted from payment of EMD. Such MSME's should need to produce documentary evidence showing that the firm is registered with NSIC for the work tendered for. Exemptions from submitting Earnest Money Deposit shall also available to all startups (recognized by DIPP).

The Unique Transaction Reference (UTR) of RTGS/ NEFT shall have to be uploaded by the Bidder in the e-tendering system by the time of submission of Bid.

The EMD shall be payable to WAPCOS without any condition(s), recourse or reservations

- The Bid will be rejected in case EMD is not submitted (In case EMD is not exempted).
- The EMD of unsuccessful Bidders will be returned not later than 45 (forty five) days after the expiry of Bid validity without any interest.
- The EMD of the successful Bidder will be discharged after the Bidder has furnished the required acceptable Performance Security.
- The EMD shall be forfeited:
  - If a Bidder withdraws the Bid after Bid opening during the period of validity;
  - In the case of a successful Bidder;
    - fails to Sign the Agreement within the 15 days from the date of issue of LOA.
    - fails to furnish the required Performance Security.
    - fails to commence the work within the stipulated time period prescribed in the

contract.

- c) If a Bidder Hides/ mis-represents facts.
- d) If a Bidder Refuses to accept Letter of Award.
- e) If a Bidder Tampers/ modifies Price Bid Template in any manner.
- f) If a Bidder Gets involved in any corrupt, collusive, coercive or fraudulent practices.

The unique transaction reference of RTGS/ NEFT shall have to be uploaded by the Tenderer in the e-tendering system by the prescribed date. WAPCOS will get the earnest money verified from financial department based on the UTR number against each RTGS/ NEFT payment before the tenders are opened.

### **1.10 Bidding Condition**

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

### **1.11 Format for Submittal**

Format for submittal of related information for Bid shall be as per the Annexures of *Section-V (Annexures)* and shall be strictly adhered to.

### **1.12 Submission of Bids**

#### **Online submission of Bid**

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

#### **a. Technical Bid**

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 1.7, 1.8 and EMD as per clause 1.9 of ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid.

The technical bid shall contain:

- i. Documentary evidence of having deposited the cost of bid document and EMD quoting reference of RTGS/NEFT/FDR or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii. Signed & scanned copy of all duly filled Forms and Annexures as per Tender documents.
- iii. All the necessary documents required for evaluation of the bid.

#### **b. Financial Bid**

The bidder shall provide lump-sum cost towards the scope of work as per Format given as **Annexure-VI**. The cost shall be inclusive of all the taxes/levies/duties, etc.

Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted. In case of physical submission of financial bid, the bid shall be summarily rejected.

The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM Portal by the

Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

### **1.13 Cost of Bidding**

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

### **1.14 Estimated Cost of Project**

Estimated Cost of Project is Rs. 5,75,000 /- (Rupees Five Lakh and Seventy five Thousand only) including GST.

### **1.15 Pre-bid Clarification**

A prospective Bidder, requiring a clarification on the Request for Proposal shall notify WAPCOS Limited at the address [environment@wapcos.co.in](mailto:environment@wapcos.co.in) specified in the Data Sheet before 2 days of tender submission date as mentioned in (<https://gem.gov.in>).

### **1.16 Amendment of Bid Documents**

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

### **1.17 Language of Bid**

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

### **1.18 Submission of Proposal**

**Technical Proposal** –The Technical Proposal shall comprise of the following:

- a) Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-I**
- b) Organizational Details as per **Annexure-II**
- c) Signed & scanned copy of Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
- d) Signed & scanned copies of documents for GST Certificate, PAN, & EPF
- e) Details of Similar Works Completed as per **Annexure-III** along with certificates and work orders.

- f) Financial Statement as per **Annexure-IV**
- g) Signed & scanned copy of Audited Balance Sheets for the last five years as a proof of turnover and profit details
- h) Proof of location of Registered Office or branch in National Capital Region (NCR)
- i) Undertaking for non-blacklisting as per **Annexure-V**

**Financial Proposal** – The Financial Proposal shall comprise of the following:

- a) The bidder shall provide lump-sum cost towards the scope of work as per Format given as **Annexure-VI**. The cost shall be inclusive of all the taxes/levies/duties including GST
- b) Only Technically qualified Proposals shall be considered for Financial Bid Opening.
- c) Conditional financial proposals are will be rejected.
- d) The bidder shall submit their Financial quotation online only on (<https://gem.gov.in> ) in prescribed format only.
- e) In case any bidder submits financial bid in hard copy, the bid of that bidder shall stands rejected.

#### **1.19 Performance Guarantee**

- The Successful Bidder shall within Ten (10) days of the acceptance of the LOI, execute a Performance Guarantee as per contract in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a Nationalized/Scheduled Bank, for an amount equivalent to the 2% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the issue of completion Certificate. The Performance Guarantee of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.
- The Contractor shall from time to time at the request of the WAPCOS Limited suitably extend the validity of Performance Guarantee as may from time to time be required by WAPCOS Limited, failing which, without prejudice to any other right or remedy available to WAPCOS Limited, WAPCOS Limited shall be entitled to encash the Bank Guarantee.

#### **1.20 Clarification of Bids**

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

#### **1.21 Determination of Responsiveness**

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

- i) has been properly signed.
- ii) is accompanied by required securities.
- iii) is substantial responsive to the requirement of Bidding document.
- iv) provides necessary clarification or substance.

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

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder.

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

### **1.22 Corrections of Errors in Bids**

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

### **1.23 Evaluation and Comparison of Bids**

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

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

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

### **1.24 Liquidity Damages**

If the bidder fails to complete the various job assigned to him as per the scope of the work in the given time mentioned under progress Schedule he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% per week, subject to a maximum of 10%. The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

### **1.25 Dispute Resolution**

#### **1.25.1 Governing Law, Jurisdiction & Waiver of Alternative Remedies**

**1.25.1.1 Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

**1.25.1.2 Exclusive Jurisdiction:** Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The

Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience.

**1.25.1.3 Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (eg., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 25.2.3 below.

**1.25.1.4** The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

## **1.25.2 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)**

### **1.25.2.1 Tier-I: Dispute resolution by Engineer-in-Charge (EIC)**

**1.25.2.1 Notice of Dispute:** Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

**1.25.2.1.2 Contents of Notice:** The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers, vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.

**1.25.2.1.3 EIC's Decision:** The EIC shall examine the matter, including through joint site verification of expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

**1.25.2.1.4 Binding Effect:** The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

### **1.25.2.2 Tier-II: Departmental Review Committee (DRC)**

**1.25.2.2.1 Constitution:** A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

**1.25.2.2.2 Review Process:** The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

**1.25.2.2.3 Decision & Finality:** The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

### **1.25.2.3 MANDATORY PRE-LITIGATION MEDIATION**

**1.25.2.3.1 Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under

the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

**1.25.2.3.2 Mediation Parameters:** Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

**1.25.2.3.3 Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

### **1.25.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH**

**1.25.3.1 Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

**1.25.3.2 Mandatory Pleadings:** Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.

**1.25.3.3** Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

### **1.25.4 GENERAL PROVISIONS**

**1.25.4.1 Severability:** If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.

**1.25.4.2 Amendment:** This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.

**1.25.4.3** Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

### **1.26 Preference to Make In India**

- The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly.
- **Verification of Local Content**
  - i. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the

local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.

- ii. In cases of procurement for a value in excess of Rs 10 Crores, the bidder 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.

#### **1.27 Rule 144 (xi) in General Financial Rules (GFRs) 2017**

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. **The beneficial owner for the purpose of clause 33 (iii) above will be as under:**
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-
  2. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
  3. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  4. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;

6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**SECTION-III:**

**EVALUATION OF PROPOSALS**

## 1. Bid Opening

The bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may be present during the Bid Opening if desired. WAPCOS Limited may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for detailed scrutiny. Subject to the terms mentioned in the Request for Proposal, a two-stage process as explained in this Section, will be adopted for evaluation of Proposal submitted by the specified date and time.

## 2. Evaluation of Technical and Financial Proposals

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system.

S. No	Requirement	Yes/No
1.	Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.	
2.	Signed & scanned copy of duly filled Bid Acceptance Letter as per <b>Annexure-I</b>	
3.	Organizational Details to be given as per <b>Annexure-II</b>	
4.	<ul style="list-style-type: none"><li>• Laboratory should have NABL accreditation for the monitoring and analysis for all parameters of Water and soil, as given in Gazette Notification issued by MoEF&amp;CC.</li><li>• Laboratory should have valid approval of Ministry of Environment, Forests &amp; Climate Change.</li><li>• Copy of NABL Certificate to be attached.</li><li>• Copy of Registration Proof /NABL certificate of all the zonal offices to be given.</li><li>• Lab should have sophisticated instruments like AAS or ICP to undertake trace metal analysis of samples of Water and Soil.</li></ul> <b>Undertaking to be attached.</b>	
5.	Details of similar works completed in last 7 years in given format as <b>Annexure-III</b> (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)  One (01) similar completed service with consultancy fees of not less than <b>80% of estimated cost</b> Or Two (02) similar completed services with consultancy fees of not less than <b>50% of estimated cost</b> each Or Three (03) similar completed services with consultancy fees of not less than <b>40% of estimated cost</b> each <b>Note: Similar works mean Analysis of various parameters of only Water and Soil samples</b>	
6.	<b>Letter of Incorporation/Registration Certificate:</b> The bidder should be an Indian Registered Company under Companies	

S. No	Requirement	Yes/No
	Act 1956/2013 Proprietorship Firm/ Partnership Firm / Limited company private or public or corporation. 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.	
7.	<b>PAN Card:</b> Agency must have PAN (Documentary evidence is to be submitted)	
8.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	
9.	<b>Turnover:</b> Minimum Average annual turnover of the bidder shall not be less than Rs. 2,87,500 (Rupees Two lakh eighty seven thousand and five hundred only) for last three financial years, ending March 2025. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA) in the prescribed format as per <b>Annexure-IV</b> . <b>The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number).</b>	
10.	<b>Profit after Tax:</b> The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 25-26.	
11.	<b>EMD:</b> An EMD of Rs. 11,500 /- is to be submitted online through NEFT/RTGS. <b>The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services</b>	
12.	The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder 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. 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. Bidder should submit the declaration/An Undertaking on letter head to be attached. <b>Annexure-V</b>	

S. No	Requirement	Yes/No
13.	Bidder Should not have been found guilty of any criminal offence by any court of law. An undertaking to be submitted on letter head.	
14.	Bidder should not have a conflict of interest in the assignment as specified in the bidding document. An undertaking to be submitted on letter head.	
15.	<b>Joint Venture:</b> JV or association is not allowed	
16.	MSMEs Registration Certificate to be provided, if the bidder is registered as MSME	

- i. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.
- ii. The bidder with lowest financial bid among those who will qualify the technical evaluation shall be liable for award of work.
- iii. Technical Proposal must not include any financial information failing which the Proposal will be rejected.

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

- Bid is incomplete and/ or not accompanied by all required documents.
- Bid is not in conformity with the terms and conditions of Tender/ Bid Document.
- The Qualifications and Experience of the Bidder are not met by the Bidder.
- Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

**3. Shortfall Documents**

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

**4. Confidentiality of Bids**

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

**5. Award Criteria**

WAPCOS will award the Contract to the Bidder whose Bid has been determined to be Substantially Responsive to the Bidding Documents and The bidder with lowest financial bid among those who will qualify the technical evaluation shall be liable for award of work.

## 6. Notification of Award

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

## 7. Signing of the Contract

Within **10 (ten)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the **Chief Executive Director (Env't), C-24, WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana** for signing of the Contract Agreement. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

## 8. Deliverables & Payment Terms

S. No.	Time frame	% of Contract value
1	On completion and submission Draft Report	50%
2	On submission and acceptance of final Report	50%

- The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between (Name of Client) being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub- Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from 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 (Principal Employer/Client), then WAPCOS & or any of its Employee/ Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties."
- GST payment will be made on submission of proofs / challans.
- Taxes as applicable shall be deducted at source as per GOI norms.

**SECTION -IV**

**SCOPE OF WORK**

## **SCOPE OF WORK**

Surface & Ground Water and Soil samples have to be analysed for various physio-chemical and biological parameters as per the standard methods.

The Awarded Laboratory shall collect the water & soil sample from WAPCOS Gurgaon office within 24 hours of intimation by work order/telephone/email/fax etc. from the following address:

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

List of parameters to be monitored in water and soil is given as below:

### **A- Surface Water Samples**

- pH
- Electrical Conductivity (EC)
- Colour
- Total Dissolved Solids
- Turbidity
- Total Hardness
- Dissolved Oxygen (DO)
- Biological Oxygen Demand (BOD)
- Chemical Oxygen Demand (COD)
- Nitrates
- Phosphate
- Fluorides
- Chlorides
- Sulphates
- Sodium
- Potassium
- Total Chromium
- Calcium
- Magnesium
- Residual Sodium Carbonate
- Total Coliform
- Faecal Coliform
- Iron
- Manganese
- Copper
- Zinc
- Arsenic
- Cadmium
- Cyanides
- Lead
- Selenium
- Mercury

## **B- Ground Water Samples**

- pH
- Electrical Conductivity (EC)
- Colour
- Total Dissolved Solids
- Turbidity
- Total Hardness
- Biological Oxygen Demand (BOD)
- Chemical Oxygen Demand (COD)
- Nitrates
- Phosphate
- Fluorides
- Chlorides
- Sulphates
- Sodium
- Potassium
- Total Chromium
- Calcium
- Magnesium
- Residual Sodium Carbonate
- Total Coliform
- Faecal Coliform
- Iron
- Manganese
- Copper
- Zinc
- Arsenic
- Cadmium
- Cyanides
- Lead
- Selenium
- Mercury

## **C- Soil Samples**

- pH
- Electrical Conductivity (EC)
- Bulk Density
- Sodium
- Nitrogen
- Magnesium
- Calcium
- Available Potassium
- Available Phosphorous
- Organic Carbon

- Nitrogen
- Sodium Absorption Ratio
- Salinity
- Organic Matter
- Particle Size Distribution
- Exchangeable Sodium Percentage
- Water Holding Capacity
- Porosity

**Tentative Number of samples to be monitored:**

- **Surface Water – 35 samples**
- **Ground Water – 35 samples**
- **Soil – 45 samples**

**Rates per water/soil sample may be submitted for the above listed parameters. The rates shall take into account all the taxes, levies etc. including GST. It must be noted that the evaluation of Financial Cost will be done based on Lowest Cost Basis of Total Cost.**

**The cost for collection of water and spoil samples from above referred WAPCOS Office is to be included in the above cost. No additional payments shall be given for collection of samples from WAPCOS Office.**

**SECTION -V**

**ANNEXURES**

## Annexure-I: Covering Letter

**[Bidders are required to submit the covering letter as given here on their letter head]**

Chief Executive Director (Environment)  
WAPCOS Limited  
76-C, Sector – 18,  
Institutional Area,  
Gurugram, Haryana – 122015

**Sub: Selection of NABL Accredited Laboratory for Water and Soil Quality Analysis.**

Sir,

- i. We, the undersigned, having carefully examined the referred Request for Proposal, offer to provide the required services, in full conformity with the said Request for Proposal.
- ii. We have read all the provisions of Request for Proposal and confirm that these are acceptable to us.
- iii. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iv. We agree to abide by this Proposal, consisting of this letter our Proposal, for a period of 120 days from the date fixed for submission of Proposal as stipulated in the Request for Proposal and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- v. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
- vi. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- vii. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

**Yours faithfully**

**Date**

**Signature**

**Annexure-II: Organizational Details**

**[Bidders are required to submit the covering letter as given here on their letter head]**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors	
2.	Company Registration Certificate	
3.	PAN Number	
4.	GST Number	

**Yours Faithfully,**

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

**Annexure-III: Details of Similar Works Executed During Last 7 Years**

<b>S. No.</b>	<b>Name of work</b>	<b>Name of Client</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Consultancy Fee</b>
1.					
2.					
3.					
4.					
5.					
6.					

**Note:**

**Work Orders for the given projects to be attached along with proofs of completion or completion certificates.**

**Signature of the Bidder with Seal**

**Annexure-IV: Financial Status**

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover</b>	<b>Profit / Loss (-)</b>
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	2023-24		
5.	2024-25		

**Note:**

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

**The turnover shall be certified by Statutory Auditor of the firm/company after the date of tender publication. Any such certificate must carry UDIN (Unique document Identification number).**

**Signature of the Bidder With Seal**

**Annexure-V**

**UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT**

**[Bidders are required to submit the covering letter as given here on their letter head]**

Name of work:

Ref.: Tender No..... dated.....

To,

CED (Environment)  
WAPCOS Limited,  
76-C, Sector-18, Gurugram-122015,  
Haryana

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

For \_\_\_\_\_

Authorized Signatory

Date: