



**(भारत सरकार का उपक्रम-जल शक्ति मंत्रालय)**

**(A Government of India Undertaking-Ministry of Jal Shakti)**

**76-C, Institutional Area, Sector-18, Gurugram-122015 Haryana**

**TENDER DOCUMENT FOR**

**Carrying out Topographical Survey using Aerial LiDAR  
System for the proposed Koyna Water Utilization  
Project**

**WAP/WRD/HQ/Koyna/LiDAR/Survey/2025**

**Date: 07.01.2025**

## **TABLE OF CONTENT**

<b>TECHNICAL BID</b>	
<b>SECTION</b>	<b>PARTICULAR</b>
	<b>NOTICE INVITING TENDER</b>
<b>SECTION- I</b>	INSTRUCTIONS TO BIDDER
<b>SECTION-II</b>	SELECTION AND QUALIFYING CRITERIA
<b>SECTION-III</b>	GENERAL CONDITIONS OF CONTRACT
<b>SECTION- IV</b>	<b>FORMS</b>
	LETTER OF TRANSMITTAL
	FORM A: FINANCIAL INFORMATION
	FORM B: STATEMENT OF SIMILAR WORKS
	FORM C: STRUCTURE & ORGANISATION
	FORM D: NON-BLACKLISTING / DEBARMENT CERTIFICATE
	FORM E: UNDERSTANDING THE PROJECT SITE
	FORM F: NO DEVIATION CERTIFICATE
	FORM G: INTEGRITY PACT
	FORM H: FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION
	FORM I: UNDERTAKING WITH REGARD TO RULE 144 (xi) IN THE GFRs, 2017
	FORM J: BANKER'S CERTIFICATE (SOLVENCY) FROM THE BANK
<b>SECTION-V</b>	<b>ANNEXURES</b>
	ANNEXURE-I: BANK GUARANTEE FOR EMD
	ANNEXURE-II: PERFORMANCE SECURITY
<b>SECTION-VI</b>	<b>SCOPE OF WORK AND TECHNICAL SPECIFICATIONS</b>
<b>SECTION-VII</b>	<b>FINANCIAL BID</b>
	FORM OF QUOTATION
	BILL OF QUANTITY

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

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

**Date:7.01.2025**

### **Notice No: WAP/WRD/HQ/Koyna/LiDAR/Survey/2025**

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

1.	Name of Work / Project	:	<b>Carrying out Topographical Survey using Aerial LiDAR System for the proposed Koyna Water Utilization Project</b>
2.	Site / Location	:	Satara, Ratnagiri, Raigarh & Thane Districts, of Maharastra
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal ( <a href="https://GeM.gov.in/">https://GeM.gov.in/</a> )
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal ( <a href="https://GeM.gov.in/">https://GeM.gov.in/</a> )
5.	Estimated Cost (Details given in scope of work): -	:	<b>Rs. 2,47,50,000/- (excluding GST)</b>
6.	Cost of Tender Document	:	<b>NIL</b>
7.	Earnest Money Deposit (EMD)	:	<b>Rs.4,95,000/-</b> (Rupees Four Lakh and Ninety five Thousand only) shall be deposited in the form of 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 in favour of “WAPCOS Limited” payable at New Delhi / Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.
8.	Performance Bank Guarantee	:	<b>3% of Total Contract Value</b>
9.	Project Completion Period	:	<b>30 days</b>
10.	Validity of Bid/Tender	:	<b>90 Days from Bid Opening date</b>
11.	JV/Consortium	:	<b>Not allowed</b>
12.	Site Visit	:	Not Mandatory. Bidder may visit the project sites/ locations for his satisfaction before

			submitting the bid.
13.	Last date & time of Procurement / download of tender Document	:	As per GeM Portal  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, Hyderabad) before 2 days of last tender submission date as mentioned in NIT.
15.	<b>Offline Submission</b> of Technical Document, EMD & Solvency Certificate etc. as detail in Tender	:	<b>29.01.2025</b> upto 16:00 hrs in the office of <b>Chief Executive Director (WRD), WAPCOS Limited, Room No. A-21, Plot No.76-C, Institutional Area, Sector-18, Gurgaon-122015 Haryana</b>
16.	Last date & time for online submission of Technical & Financial Bid	:	As per GeM Portal
17.	Online opening of Technical Bid	:	As per GeM Portal
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	Chief Executive Director (WRD) WAPCOS Limited, Plot No. 76-C, Institutional Area, Sector-18, Gurugram – 122015, Haryana Telephone: 0124-2399427 / 431 E-Mail: wrd@wapcos.co.in

**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 under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (**amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work**) 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.** If the office of WAPCOS Limited, Hyderabad 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**

**Chief Executive Director (WRD)  
WAPCOS Ltd**

# **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	<a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Intro-duction-Seller-Functionality-v1-1652261184.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Intro-duction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b> <a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bq.GeM.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>



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

## 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)
- Annexures 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) – Online & offline
- Financial Bid (Envelope-II of the Tender Document) – Online only

### **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 INSTRUCTION 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.
  - vii. 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.

- viii. 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 and Tender Document Fees 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, 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 – 193502000000405

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.
8. EMD of the successful bidder shall be released after submission of Performance Guarantee.

## **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. If the successful bidder fails to submit the Performance Guarantee in case of award of work to him the EMD of such bidder shall be forfeited.

## **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 Tenderer**

## **SECTION-II**

### **SELECTION AND QUALIFYING CRITERIA**

## SECTION- II

### SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

#### 1.0 SITE VISIT

Intending Bidder(s) are advised 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 first submission date as mentioned in NIT.

#### 3.0 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 coloured 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.**

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 of amount as mentioned in NIT.			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and <b>Audited Balance Sheet for Last 5 (five) years*</b> ending on the financial			



	year 2023-24 duly certified by Chartered Accountant.			
	<ul style="list-style-type: none"> <li>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 2023-24. Certificate shall be duly audited and Attested by the Chartered Accountant <b>(Form-A)</b> along with UDIN Number.</li> </ul>			
	<ul style="list-style-type: none"> <li>Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work in <b>last 3 consecutive financial years ending 2023-24</b>. This should be duly audited by the Chartered Accountant doing Statutory Audit. <b>(Form-A)</b>. Turnover &amp; profit/loss certificate/form must carry UDIN.</li> </ul>			
	<ul style="list-style-type: none"> <li>Full Balance Sheet and Profit &amp; loss Statement of Bidder should be verified by Chartered Accountant.</li> </ul>			
e)	<p>The bidder should have completed similar type of project in last 7 Financial Years ending previous day of last date of submission of tender with any Govt. department/semi Government/ state Govt. department / PSU/ Pvt. Firm as a principal contractor under a single contract <b>(Form B)</b>.</p> <p><b>Eligibility Criteria:</b></p> <p>a) The contractor should have completed one similar work of <b>80% of estimated tendered value</b> during the last 7 years.</p> <p style="text-align: center;">or</p> <p>b) The contractor should have completed two similar works of <b>50% of estimated tendered value (in each)</b> during the last 7 years.</p> <p style="text-align: center;">or</p> <p>c) The contractor should have completed three similar works of <b>40% of the estimated tendered value (in each)</b> during the last 7 years.</p> <p><b>Note:</b></p> <p>1. Similar works shall mean carrying out Manned LiDAR Survey including photography using aircraft/helicopter, Data/Image Processing works for Water Resources Projects. Project should be carried out in India for a State/Central Government Departments / PSU/ Pvt. Firm as a principal contractor under a single contract. The LiDAR survey works should have been carried</p>			

	<p>out by the bidder itself and not through sub-contracting to any other agency.</p> <p>The bidder shall submit Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/W.O(s) from respective Owner(s)/Client(s) duly signed by authority having rank Executive Engineer and above.</p> <p>2. The works should be carried out in India only under a single contract.</p> <p>The past experience in similar nature of work should be supported by certificates issued by the Client's organization. The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to award of works. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works. For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates.</p>			
f)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. The bidder shall submit <b>Solvency certificate</b> with details of Financial Status i.e. Name of the Banker &amp; Current Solvency from the Banker for a sum of at least <b>40%</b> of the estimated cost of work in <b>Original from any nationalized /scheduled bank</b> and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. <b>The solvency certificate should be issued between the date of publishing of NIT &amp; last date of submission of Bids, including extensions if any and shall be addressed to the tendering authority quoting the name of the work. (Form-K).</b></p>			
g)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C).</b></p>			
h)	<p>Copy of P.F and PAN Number.</p>			
i)	<p><b>Goods and Service Tax (GST):</b> 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</p>			

	<p>under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation.</p> <p><b>Joint Ventures/Consortium/Associations are not accepted.</b></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><b>NOTE:</b> 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)	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D).</b>													
l)	Letter of understanding the project site on bidder's Letter Head <b>(Form-E).</b>													
m)	No Deviation Certificate in prescribed format in Bidder's Letter Head <b>(Form-F).</b>													
n)	Agreement to execute the Integrity Pact <b>(Form-G).</b>													
o)	Bidder shall submit Information on litigation history in bidder Letter Head <b>(Form-H).</b>													
p)	<p>The bidder should have owned/leased of the following infrastructure to execute the work.</p> <table border="1"><thead><tr><th>Equipment</th><th>Quantity</th></tr></thead><tbody><tr><td>IMU and Aero Control Unit *</td><td>1 Each</td></tr><tr><td>DGPS Units*</td><td>5</td></tr><tr><td>LiDAR Sensor &amp; Digital Camera *</td><td>1</td></tr><tr><td>Survey Aircrafts/ Helicopters** (Own or Lease)</td><td>1</td></tr></tbody></table> <p>* Should be owned by bidder</p> <p>** can be hired, however lease agreement should be submitted</p>	Equipment	Quantity	IMU and Aero Control Unit *	1 Each	DGPS Units*	5	LiDAR Sensor & Digital Camera *	1	Survey Aircrafts/ Helicopters** (Own or Lease)	1			
Equipment	Quantity													
IMU and Aero Control Unit *	1 Each													
DGPS Units*	5													
LiDAR Sensor & Digital Camera *	1													
Survey Aircrafts/ Helicopters** (Own or Lease)	1													
q)	Detailed methodology along with equipment (including their specifications) proposed for this project.													
r)	The bidder is required to submit the names and bio-data of all the technical personnel proposed to be deployed for this work together with the estimated man-month effort expected to be contributed by each													

	person <b>(Form-I)</b> . Further, all the personnel proposed to be deployed for this assignment must be on roll of the company.			
s)	Undertaking to be furnished on Company Letter Head with regard to Rule 144 (Xi) in the General Financial Rules (GFRs), 2017. The format of undertaking is as per <b>(Form-J)</b> .			
t)	<b>Undertaking on acceptance of NIT terms &amp; conditions (Form –K)</b>			

**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 in Section – II SL No 3 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.**

#### **4.0 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 (t) 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.
- 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 otherwise bids are liable to be rejected & will not be considered for further evaluation of tender documents.***

## **5.0 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. 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 if any applicable as per Govt. terms, shall be paid by the successful bidder. **The Goods and Services Tax (GST) shall be paid to the successful bidder as per Govt. norms only on submission of proofs.**

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, the rates quoted by the bidder will remain 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 with the offline submissions of technical bid otherwise it will lead to rejection of bid.**

The financial proposal is to be filled by bidder in the attached format in the online GeM tenders portal. After that, same filled excel / pdf 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.

## **6.0 JOINT VENTURE**

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

aerial partner.

## **7.0 BID PRICES**

7.1 The bidder shall fill in rates and prices for all the items of the schedule of works. The basic rates should be **inclusive of all applicable taxes & duties (if any) as well as 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 unit rates should include all taxes & duties, GST, calibration, insurance, transportation etc. 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 120 (One Hundred Twenty) days from the date of opening of the quotations.

## **9.0 BID OPENING**

Bid opening date & venue will be intimated later to all the bidders. The bidders can send their representatives, if they desire so as to attend the bid opening.

## 10.0 EVALUATION & SELECTION CRITERIA

### 10.1 TECHNICAL

The first stage of technical evaluation will be based on Qualifying criteria as given in para 3.0. The agencies qualifying under above criteria will be only considered for further technical evaluation.

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover and financial strength of the company, the nature of the projects executed of the similar type etc. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose basic qualification criteria is meeting as per clause above and whose weightage in technical evaluation criteria will be **75 points or more** on 100-point scale. The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation.

Technical Evaluation of the bids would be carried out on broad parameters as given below:

1. Bidder's Competence (20% of the total weightage)
2. Resources (30% of the total weightage)
3. Approach and Methodology (30% of the total weightage)
4. Bidders Infrastructure setup (20% of the total weightage)

If any bidder fails to submit any of the required documents as per the relevant criteria mentioned under Section above (QUALIFYING CRITERIA), their bids will not be further evaluated and their technical score / marks shall be treated as **0 (zero)** and hence will be termed as not qualified technically for this work.

The evaluation categories would be divided into various sub-categories, as broadly mentioned below:

#### Bidder Competence: Similar Project Experience (20 Marks)

Evaluation Criteria	Max. Marks	Criteria
Specific experience	10	Experience in flying and acquiring aerial LIDAR in India data from Govt/PSU: > 30000 sq km in India (10 marks), <=30000 – 20000 sq km (5Marks), < 20000 sq km (2 Marks),

relevant to the assignment:	10	Experience in LIDAR data processing in India from Govt/PSU of DEM: > 20000 sq km (10 Marks); <=20000 -10000 sq km (5 Marks); <10000 sq km (3
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#### Resources (30 Marks)

Evaluation Criteria	Max. Marks	Criteria
Quality of Manpower in company	15	Total technical resource strength of the firm for Aerial and Mobile LiDAR Survey, Geospatial Map creation, System development – 25 Professionals.(15marks for 25 or more nos of professionals and proportionately reduced marks for less than 25 professionals)
Quality of the Technical Manpower Proposed for the project Implementation	10	Suitability of the proposed Project Manager in terms of relevant years of experience – Minimum 10 Years.(10marks for 10yrs or more experienced and proportionately reduced marks for less than 10yrs experienced)
	5	Average 5 years project experience of key members of the team such as Data Capture, Processing, Quality Control on the projects executed in India.(05 marks for 5yrs or more experienced and proportionately reduced marks for less than 5yrs

#### Approach and Methodology (30)

Evaluation Criteria	Max. Marks	Criteria
Bidders Approach	10	Overall approach of the bidder towards Aerial LiDAR data capture and processing
Bidder's compliance to Technical Requirements	10	Extent of compliance to the requirements specified in scope of work
Project ManaGeMent Methodology	10	Completeness of the proposed project plan with proper Timelines, Responsibility Matrix, and change manaGeMent

#### Infrastructure setup to execute Proposed Solution (20)



<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>Criteria</b>
Aircraft / Helicopter and equipment	10	Availability of Aircraft/Helicopter – Own (4 Marks), lease (2 marks) LIDAR Sensor / Digital Camera – Own (6 marks), lease (3 marks)
	7	Availability of LIDAR data processing software – 2 Nos. Licenses in own company name
	3	Availability of ground survey equipment including DGPS – 5 Nos (Calibrated within last two years)

### **Shortfall Documents**

WAPCOS may ask the Bidders 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

### **10.2 OPENING OF FINANCIAL BID**

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

### **11.0 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.

## **12.0 AWARD OF WORK**

- 12.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 12.2 Notwithstanding clause 12.1 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.

## **SECTION-III**

### **GENERAL CONDITIONS OF CONTRACT**

## **1. GENERAL RULES & DIRECTIONS**

The contract shall be based on the schedule of unit rates and prices submitted by the bidder. The bidder shall fill in rates and prices for all the items of the schedule of works. The quoted price shall include, but not be limited to, the following activities:

- All investigations work, in particular field work, office work, preparation of reports/ drill logging/ drawings/ sketches/ laboratory testing as indicated in the tender documents, including provision of skilled personal, provision and maintenance of instruments and accessories, supply of all material required for investigations and associated purposes, provision of suitable labour, site preparation etc.
- Mobilization/ demobilization/shifting of instruments/ equipments from the site/s or between each locations of investigation.
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
- Taking all necessary safety precautions;
- Taking samples as required or directed as per standard practices.
- Making of temporary paths for movement of equipments etc.
- Any stoppage of works due to any unforeseen reason and weather condition.
- Local issue shall be managed by the contractor in his own cost.

## **2. TERMS AND CONDITIONS**

### **2.1 TIME OF COMPLETION:**

All investigations work including submission of final report shall be completed within **30 (thirty)** days of the date of award of work, including the period of mobilization.

The bidder shall mobilize the required manpower and machineries at Project Site within 5 days from issue of Letter of Award.

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.

In the event of any delay in completion of the project, a penalty of 0.5% of the contract value, per week shall be charged subject to the maximum of 10 (ten)% of the contract value. The contract may be terminated on accumulation of the maximum

amount.

## **2.2 PERFORMANCE GUARANTEE / SECURITY**

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.

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.

Performance guarantee may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder or one month from the date of release of final payment whichever is later.

If the performance guarantee is submitted in form of a Bank Guarantee, the same 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"**  
**A/c No: 193502000000281**

**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 or one month from the date of release of final payment whichever is later.

## **2.3 SECURITY DEPOSIT**

Security Deposit of 2.5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

## **2.4 VARIATION**

It may be noted that the area has been given in the 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 20% 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.

## **2.5 MEASUREMENT AND PAYMENT**

The contractor's works carried out at site shall be got verified by the Engineer-in-Charge for the site. On receipt of the contractor's statement referred to as above the Site Engineer or his authorized representative shall verify the payment due to the contractor to the extent considered justified after taking into cognizance.

- a. The estimated value of the survey works executed and checked by the employer's representative upto the end of each milestone.
- b. The total amount certified on previous interim payment certificate.
- c. Deductions if any.

Each payment certificate shall be issued by the Site Engineer or his authorized representative within 7 (seven) days from the date of receipt of contractor's statement, along with relevant field documents, and subsequent verification certificate(s) from the site representative about the accuracy, quantum and relevancy of works as per terms of contract. If any lacuna is observed in the contractor statement, the same shall be intimated to the contractor within 7 (seven) days.

## **2.6 ADVANCE PAYMENT**

An advance payment amounting to 20% of the total contract value will be made to the successful bidder after the acceptance of Letter of Award and against submission of a bank guarantee of the same amount in specified format of WAPCOS. The advance payment will be interest bearing and will be adjusted accordingly. The Bank Guarantee towards advance payment will be valid for 6 (Six) months or date of final payment whichever is earlier. The bank guarantee will have to be extended by the bidder as per the direction of Engineer – in Charge.

## **2.7 PHASING OF PAYMENT**

<b>Sl. No.</b>	<b>Deliverables</b>	<b>% Payment</b>
1.	*Advance payment: On acceptance of Letter	20 (Twenty) percent of the

	of award and against submission of bank guarantee for the equal amount.	total contract amount in advance.
2.	On completion of field survey activities and submission of processed data along with survey reports including drawings & photographs of the study area .	50 (Fifty) percent of the corresponding contract value of the work executed.
3.	After one month from the date of submission of Draft Feasibility report of Koyana Project	20 (Twenty) percent of the corresponding value of the field works executed.
4.	After one month from the date of acceptance of final report of Koyana Project and approval of the same.	10 (Ten) percent of the total value of the field work.

\* If the bidder is not willing to claim the advance payment, the 20% payment in SI No 1 shall be done dividing equally along with activity (2&3) above after completion of these activities.

**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.
3. All the payments will be made on Back-to-Back basis as per clause enumerated below.

**Taxes and Duties**

All taxes, levies, duty, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Maharashtra 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 contractor and WAPCOS shall perform duty of tax deduction from contractor's payments whenever required by law.

**Back-to-Back payment:**

"The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/ArranGeMent, WAPCOS is only working as intermediary between Konkan Irrigation Development Corporation (KIDC), 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 corresponding payment from Konkan Irrigation Development Corporation (KIDC), 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 Konkan Irrigation Development Corporation (KIDC), 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”.

## **2.8 PROGRAMME**

The contractor shall furnish within seven days of the Letter of Award full particular of his programme of field/ home office activity proposed for timely execution of the contract. Programme should cover intermitted milestones and list of submittals corresponding to each milestone for approval.

## **2.9 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.

## **2.10 INSURANCE**

The contractor 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 contractor, the contractor shall pay compensation to the victims.



The contractor 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.

In case, any delay occurs due to local hindrance the contractor shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The contractor shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

The contractor shall submit weekly progress report to WAPCOS site engineer. The contractor shall equip their site in charge with mobile phone to facilitate communication and control over work progress.

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

## **2.11 SETTLEMENT OF DISPUTE**

Any disputes or differences including those considered as such by only one of the parties, arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as described in further paragraphs.

## **2.12 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-Contractor and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order/ ArranGeMent between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- 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”.

## **2.13 LIQUIDITY DAMAGES**

If the bidder fails to complete the job assigned to them 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 or such smaller amount as may be fixed by accepting authority on the contract value subjected 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.

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.

## **2.14 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.

## **2.15 TERMINATION OF CONTRACT AND PAYMENT UPON TERMINATION**

**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.

**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.

**2.16 BLACKLISTING POLICY**

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU in the last 5 years. 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.”**

**2.17 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.

## **2.18 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.

## **2.19 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.

## **2.20 OTHER TERMS AND CONDITIONS**

- i) The Contractor 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. Adequate fuel should be supplied to the labourers so as to prevent them from damaging the forest.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Contractor 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 contractor's personnel.
  - Any other insurance for public & contractor's personnel in accordance with the relevant provisions of the applicable law.
- iv) The agency shall comply with the provisions of the following acts as applicable:
  - 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 Contractor shall not employ any laborer below 18 years.

## **SECTION IV**

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### **FORMS**

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**LETTER OF TRANSMITTAL**  
**(on Bidder Original Letter Head)**

To  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon

**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).

<b>Years</b>	<b>Gross Annual turnover</b>	<b>Profit/Loss (After Tax)</b>
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

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 2023-2024 duly certified by Chartered Accountant should be attached.***

**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

The Chief Engineer (L-II)

WRD Division

WAPCOS Limited, Gurgaon

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  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon

**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,  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon  
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.

**Encl: INTEGRITY AGREEMENT DULY SIGNED**

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 of ..... 20.....

**BETWEEN**

WAPCOS Ltd. Here in after referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

**AND**

.....hereinafter referred to as "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) for ..... (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply 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:

**Section 1 - Commitments of the Principal**

**Obligations on Principal**

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

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

- a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a 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 will, during the tender process treat all Contractor(s) /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) /Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

### **Obligations on Bidder/ Contractor**

To accept and comply 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 Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/Contractor (including their respective officers,

employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, 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. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only.

- (e) The Bidder(s) / Contractor(s) will, when submitting 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.

(f) The Bidder(s)/Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

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

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

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

(6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.

(7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

### **Section 3: Disqualification from tender process and/or exclusion from future contracts.**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the

Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such

exclusion may be forever or for a limited period as decided by the Principal.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

#### **Section 4: Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMO)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

#### **Section 5: Previous transgression**

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

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

## **Section 6: Independent External Monitor / Monitors**

(1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, WAPCOS. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, WAPCOS.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, WAPCOS within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, WAPCOS, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, WAPCOS, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, WAPCOS.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

(10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the ManaGeMent.

(11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

(12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the ManaGeMent. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organizations.

(13) Issues like warranty/ guarantee etc. Should be outside the purview of IEMs.

(14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

## **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, WAPCOS.

## **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

## **Section 9 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(6) 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



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

-----  
(For & On behalf of the Principal)  
(Office Seal)

Place  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

-----  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**FORM-H**  
**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**  
**[To be submitted on Bidder's Original Letter Head]**

To  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon

**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 31.03.2021 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**

**UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO  
RULE 144 (xi) IN THE GENERAL FINANCIAL RULES (GFRs), 2017**

**[On the letter head of the Organization]**

**Name of work:**

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

To

The Chief Engineer (L-II)

WRD Division

WAPCOS Limited, Gurgaon

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

For\_\_\_\_\_

Authorized Signatory

Date:

**FORM - J**

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

To  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon

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.

**FORM-K**  
**TENDER ACCEPTANCE LETTER**  
**[To be submitted on Bidder's Original Letter Head]**

To  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon

**Subject: Acceptance of Terms & Conditions of Tender**

**Tender Reference No.:** \_\_\_\_\_

**Name of Tender:**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_  
\_\_\_\_\_
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy 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**

## **SECTION V**

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### **ANNEXURES**

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**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  
WAPCOS Limited  
Gurugram

Dear Sir / Madam,

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 upto .....on 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**

To  
WAPCOS Limited  
Gurugram

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 R s. \_\_\_\_\_ (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 \_\_\_\_\_

## **SECTION VI**

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### **SCOPE OF WORK & TECHNICAL SPECIFICATION**

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**SECTION-VI**  
**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**  
**(LiDAR SURVEY)**

**1.0 Scope of Work:**

The Koyna Lift Scheme is an ambitious project aimed at utilizing the tailwater from the Koyna Hydro Power Project for multiple purposes, including irrigation, drinking water, and industrial usage across various districts in Maharashtra. The objective is to divert the unutilized water, which is currently released into the Vashisthi River and subsequently the Arabian Sea, to regions that face water shortages, including Raigad, Thane, Mumbai, and Ratnagiri districts.

The total area to be surveyed will be about 750 Sq. Km. The exact boundary of the study area will be supplied in detail along with the award letter to the successful bidder. The scope of services will be confined within the administrative boundary of Satara, Ratnagiri, Raigad and Thane districts.

The exact boundary of the study area will be supplied in detail along with the award letter to the successful bidder.

<b>S.No.</b>	<b>Item</b>	<b>Quantity</b>
<b>1</b>	<b>Total Area to be Surveyed (tentative)</b>	750 sq.km
<b>2</b>	<b>Hydrographic survey length (tentative)</b>	20 km

The objective of this assignment is to carry out Aerial LiDAR survey in the Raigad, Thane, Mumbai, and Ratnagiri districts in Maharashtra. Total area to be surveyed will be approx. 300 Sq. Km.

As stated earlier, the total area to be surveyed will be about 750 Sq.Km, however, it may be noted that the area mentioned above may decrease or increase during the course of survey and the same will be informed to the successful bidder. The bidder will not have any claim for the revision of rate especially in the case of decrease in area to be surveyed. The required Ground-control points for LIDAR survey will be carried out by the Bidder. As such the LIDAR Survey rate should be inclusive of establishment of Ground Control-points.

**General specifications:**

1. Before quoting the rates, the agency shall inspect the site of work and fully acquaint himself with the site conditions in regard to accessibility of site, and all such factors which may affect satisfactory execution of the work. No claim whatsoever shall be entertained due to any difficult site conditions over and above unit rates quoted by the survey agency.
2. The quoted rates shall include the cost of labour, equipment, boats etc. required for work, construction of site office etc. complete. Nothing extra shall be paid on

any account whatsoever and above the rates quoted by the agency for relevant item of schedule of quantity.

3. Good and Service Tax/Income Tax and any other tax applicable shall be recovered at source from bills of the agency as per prevailing tax structure of Govt. of India.
4. WAPCOS shall not be responsible for any mishappening/loss/damage of equipment or human resource or due to some natural calamities caused during the course of the work. The agency shall be fully responsible and shall take full care of any mishappening, accident, disaster, or any unforeseen circumstances while doing survey work. Any consequential legal/financial/judicial matters shall be full liability of the agency. WAPCOS Ltd. shall not be liable in whatsoever manner.
5. Survey drawings shall be the copy right of the WAPCOS Ltd. In no way the Survey agency shall supply or use these maps and drawings to any other agency or for any other work.
6. The agency shall make his own arrangement for filtered and unfiltered water and lighting etc. as per requirement at his own cost.

## b) Data Capture Specifications

### 1) LiDAR Specifications

<b>Coverage</b>	Appropriate flight plans will be prepared to achieve the desired point density. The defined survey area will be buffered by a minimum of 100 m.
<b>Data density</b>	10 Point / m <sup>2</sup>
<b>Fundamental Spatial Accuracy Requirements</b>	<p>Fundamental spatial accuracy of the survey must conform to the following standard:</p> <ul style="list-style-type: none"> <li>• Fundamental Vertical Accuracy (FVA)  <math>\leq \pm 10\text{cm}</math>. 95% confidence interval (1.96 x RMSE)</li> <li>• Fundamental Horizontal Accuracy (FHA)  <math>\leq \pm 10\text{cm}</math>. 95% confidence interval (1.96 x RMSE)</li> </ul>
<b>Horizontal Datum</b>	The World Geodetic Datum 84 (WGS-84).
<b>Map Projection</b>	The coordinate system for all deliverables is Universal Transverse Mercator (UTM).
<b>Vertical Datum</b>	<p><b>Orthometric:</b></p> <p>All deliverables specified below as Orthometric will be referenced to the Survey of India Vertical Datum (MSL) – as determined by the published heights of local survey control marks within or adjacent to the project extent.</p> <p><b>Ellipsoid:</b></p> <p>All deliverables specified below as ellipsoidal will be in terms of the WGS-84 reference frame. The source of the</p>

	ellipsoidal height control shall be explained in the 'Post-Survey Spatial Accuracy Report'.
<b>Local Datum</b>	To convert the LiDAR data to MSL, Local datum should be developed.
<b>Geoid Model</b>	EGM2008 shall be used to derive Orthometric heights from ellipsoidal data.

## II) Aerial Imagery Specifications

<b>Coverage</b>	Same as LiDAR Data
<b>GSD</b>	10 cm
<b>Bands</b>	R G B (Three band natural colour imagery)
<b>End overlap</b>	60% minimum
<b>Side overlap</b>	30% minimum
<b>Collection condition</b>	<p>Same as LiDAR with following additional conditions:</p> <ul style="list-style-type: none"> <li>• Sun angle no less than 30 degrees to minimize shadow</li> <li>• The project site has high relief changes therefore photograph will be captured at high sun angle to avoid shadows due to these high relief formations.</li> <li>• Cloud free with minimal smoke, smog, fog and dust.</li> <li>• Minimum soil moisture and after sufficient gap after rainfall.</li> <li>• Every effort shall be made to avoid breaks within individual flight lines. Where necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie.</li> </ul>
<b>Image format</b>	Uncompressed GeoTIFF
<b>Imagery product</b>	Seamless mosaic covering the project area and non-overlapping, edge-matched tiles.
<b>Horizontal Accuracy</b>	10cm GSD or better for the ortho-photo generated.
<b>Radiometric Resolution</b>	Minimum 8 bit per band in accordance with chosen image format



<b>Horizontal Datum</b>	The World Geodetic Datum 84 (WGS-84).
<b>Map Projection</b>	The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).
<b>Geoid Model</b>	EGM2008 shall be used to derive orthometric heights from ellipsoidal data.

### c) Reporting Pattern

- (i) A survey report in triplicate describing the conduct of the survey along with a soft copy and all observed data, along with original records viz. calculations field books, measurement books, flying schedule, quantity of data collected on date-wise etc. shall be submitted to WAPCOS Ltd. The data furnished shall be adequate to re-plot the survey chart independently on the basis of these documents.
- (ii) The maps shall be plotted at 1:500 scale or any other scale as directed by Engineer-in-Charge. U.T.M. grid and geographical grid shall be marked on the map as per normal practice. **Contours shall be marked at 0.5 m interval.** On the map, all the features shall be marked duly showing units, symbols and legends, Northline, scale etc. As the area covered shall be in more than one map, the contractor shall provide a single map (Index Map) in triplicate. All charts/maps should display reference to the ground station and datum based on which the controls are fixed and shall indicate date/time of surveys and name of person in-charge carrying out the surveys.
- (iii) Master copy of each charts, map shall be provided on stable film (RTM) along three hard copies and one soft copy on Compact Disc in a format compatible with AUTOCAD.
- (iv) The contractor shall submit survey reports as per specification laid down. However, the contour shall be marked at an interval 0.5 m on the survey charts.
- (v) In addition to the above, a longitudinal section of the proposed alignment and corresponding linkages for establishing the bed profile shall be provided. The scale of the L-section shall be decided by Engineer-in-charge.

### d) Deliverables

The activity involves carrying out Detailed Topographic & Hydrographic Survey to develop the latest planform of river courses, streams, nalas and any other water bodies showing details of latest position of channels/dykes and other permanent features like bridges, roads, highways, habitation, marginal bunds, vegetation etc in stretch.

The following will be the deliverables of the project:

- i. Classified Point Cloud Data in LAS (.las) format

- ii. Topographic map at 1:500 Scale
- iii. Contours Map at 0.5m interval
- iv. Digital Elevation Model (DEM)
- v. DGPS and Leveling Network raw and processed data
- vi. Digital Ortho Imagery, in tiles and seamlessly mosaiced over the survey area
- vii. Final Report (3 printed copies & soft copy to be submitted)

Surveying agency shall supply all final deliverables in 3 sets of Raw and Processed Surveyed area, maps, drawings, ortho-images, Final report in HDDs in its original format along with Auto CAD and PDF formats as well.

### **3.0 MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT & PERSONNEL**

Mobilization of equipment/tools & tackles and personnel at all survey locations including demobilization after completion of all types of field tests as per specifications, drawings and direction of Engineer-in-Charge. No separate payment shall be paid for mobilization & demobilization. Cost for this activity shall be built in quoted rates of different items.

## **FINANCIAL BID**

## Form of Quotation

### Quotation for

**“Carrying out Topographical Survey using Aerial LiDAR System for the proposed  
Koyna Water Utilization Project”.**

To  
The Chief Engineer (L-II)  
WRD Division  
WAPCOS Limited, Gurgaon,  
Plot No. 76-C, Institutional Area,  
Sector-18, Gurugram – 122015, Haryana  
Telephone: 0124-2399427 / 431  
E-Mail: [wrd@wapcos.co.in](mailto:wrd@wapcos.co.in)

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid Drone Survey 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, “ **Carrying out Topographical Survey using Aerial LiDAR System for the proposed Koyna Water Utilization Project**” 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 \_\_\_\_\_ 2024

Signature and seal of bidder  
or Authorized representative

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

## ANNEXURE– A

## BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE

**“CARRYING OUT TOPOGRAPHICAL SURVEY USING AERIAL LIDAR SYSTEM FOR THE PROPOSED KOYNA TAIL WATER UTILIZATION PROJECT”.**

PAGE \_\_\_\_ OF \_\_\_\_

Sl. No.	Description	Unit	Qty (m)	Rate in Rs.	Amount in Rs.
<b>1</b>	Carrying out Topographical Survey using Aerial LiDAR System for the proposed Koyna Water Utilization Project (As per TOR clause no.10.0 and any other relevant clauses of the tender)	<b>Sq.km</b>	<b><u>750</u></b>		
<b>2</b>	<b>Hydrographic survey length (tentative)</b>	km	20		
	<b>Total (1+2)</b>				
<b>3</b>	GST @ 18 %				
<b>Grand Total including GST</b>					
	<i>- Quoted price shall be inclusive of all levies and taxes and exclusive of GST which will be paid as applicable.</i>				
	<i>- Quantity mentioned may vary according to the site conditions.</i>				
	<i>- Payment will be made according to actual executed quantity and same unit price.</i>				
	<b><i>- Do not fill the Summary of Cost (BOQ) at the time of submission of technical bid.</i></b>				
	<b><i>- The financial proposal is to be filled by bidder in the excel / PDF format attached in GeM portal. After that, same excel / PDF, will be uploaded by bidder at the submission of Financial/Price Bid.</i></b>				

Signature and seal of bidder

or Authorized representative

Name of firm :

Address of firm :

Telephone No. :

E-mail :