



TENDER DOCUMENT FOR

**IN-SITU AND LABORATORY TESTING FOR ROCK AND
CONSTRUCTION MATERIALS
FOR
BALIMELA PUMPED STORAGE PROJECT, MALKANGIRI
DISTRICT, ODISHA**

Tender No: WAP/H&PS/BALIMELA/2025/1501

Date: 15/12/2025

Office of:

*Sr. General Manager (H&PS), WAPCOS Limited,
Corporate Office, 76-C, Institutional Area,
Sector 18, Gurugram (Haryana) - 122015*

Telephone: 0124-2340670, Email: dam@wapcos.co.in

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)**NIT No. WAP/ H&PS/BALIMELA/2025/1501****Dated: 15/12/2025**

WAPCOS Limited (A Govt. of India Undertaking) invites “**Online Electronic Tender**” on “Item Rate Mode” from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document.

1.	Name of Work	:	In-situ and Laboratory Testing for rock and Construction Materials for Balimela Pumped Storage Project, Malkangiri, Odisha
2.	Site / Location	:	Downstream of existing Balimela Hydroelectric Project, Balimela village, Malkangiri Tehsil, Malkangiri District, Odisha
3.	Website for viewing tender	:	<u>www.wapcos.co.in</u> and <u>https://gem.gov.in/</u>
4.	Website for Registration/ Procurement/uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<u>https://gem.gov.in/</u>
5.	Estimated Cost of Work	:	Rs. 25,00,000/- (Rupees Twenty Five lakh only) excluding GST
6.	Cost of Tender Document	:	Nil
7.	Bid Security/ EMD	:	Rs. 50,000.00/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of “WAPCOS Limited” payable at Gurugram issued by a Scheduled/Nationalized bank.
8.	Project Completion Period	:	01 (One) month from the date of commencement
9.	Validity of Bid/Tender	:	120 Days
10.	Date & time for availability/downloading of the document from site <u>https://etenders.gov.in/eprocure/app</u>	:	15/12/2025; 17:00 Hrs
11.	Last Date & time for receipt of any clarification of the bid document from the bidders	:	22/12/2025; 17:00 Hrs

12.	Offline Submission of Technical document, Tender Fees, Bid Security Declaration, and as detailed in Tender	: <p>05/01/2026; 15:00Hrs at the following office Sr. General Manager (H&PS), WAPCOS Ltd., Room no. B-33, Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana</p> <p><i>"IF BID IS NOT SUBMITTED PHYSICALLY WITHIN THE STIPULATED TIME, IT WILL NOT BE CONSIDER FOR EVALUATION"</i></p>
13.	Last date & time for online submission of Technical & Financial Bid on e-portal	: <p>05/01/2026; 15:00Hrs</p>
14.	Online opening of Technical Bid	: <p>05/01/2026; 15:30Hrs</p>
15.	Online opening of Financial Bid	: <p>To be Intimated to Technical Qualified Bidders.</p>
16.	WAPCOS Communication address during Tendering and execution of works	: <p>Sr. General Manager (H&PS), WAPCOS Ltd., Room no. B-33, Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana Email: dam@wapcos.co.in Contact No. 0124-2340670</p>
<p>Bidder should prepare the Bid Security in form of EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p> <p>Exemption in EMD: The companies who are registered as Micro or small enterprises with Ministry of Micro, Small & Medium Enterprises or have the NSIC Certificate 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 on submission of requisite proof in the form of self-attested valid certification from MSME or NSIC.</p>		

If the office of WAPCOS Limited, Gurgaon 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 websites. Bidders are

advised to visit above specified websites 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, Drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on websites <https://gem.gov.in/>

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

- 1.1 The bidder should be an Indian Registered Company under Companies Act 1956/ 2013 Proprietorship Firm/Partnership Firm.
- 1.2 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.
- 1.3 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.
- 1.4 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.5 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.
- 1.6 It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Bid (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 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.

- 1.7 Any additional information, if not covered in the Bid documents, can be obtained from the office of the **Sr. General Manager (H&PS), WAPCOS Ltd**, during office hours on telephone No.0124-2340670 and Fax No. –0124-2349187.
- 1.8 The bid received through Fax or E-mail shall not be accepted.
- 1.9 Only those bidders, whose bid will meet the Qualifying Criteria, will be considered responsive and will be considered for evaluation
- 1.10 Postal delay in delivery of Bids or damaged bids or non-receipt of the same in time shall be at the risk and responsibility of the bidder.
- 1.11 WAPCOS Limited reserves the right to accept, reject or cancel/withdraw any or all Bids without assigning any reason what so ever; and in such case, no bidder will have any claim arising out of such action.
- 1.12 Protection measures while working shall be taken as per the instructions of the forest department and shall abide by the rules.

For and on behalf of WAPCOS Limited

(Sd/-)
Sr. General Manager (H&PS)
WAPCOS Limited

SECTION– I

INSTRUCTIONS TO BIDDER

SECTION- I
INSTRUCTIONS TO BIDDER

1. INTRODUCTION :

WAPCOS Limited (A Govt. of India Undertaking) invites “**Online Electronic Tender**” on “**Item Rate Mode**” from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned for “**In-situ and Laboratory Testing for rock and Construction Materials for Balimela Pumped Storage Project, Malkangiri District, Odisha**”.

2. QUALIFYING CRITERIA:

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

The Technical Bid shall be uploaded with coloured scanned copies of following documents.

All the documents must be in serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY).

Format of Check List				
SI.N o.	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 Scanned copy of Demand Draft for EMD and Tender Document Fees of the amount as mentioned in NIT along with declaration for EMD Submission or Exemption (if applicable) as per Form-1 on bidder's original letter Head along with self-attested original valid documents.			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head (Form-2).			
d)	Yearly Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2024-25 duly certified by Chartered Accountant. Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number)			
	• The Agency/Contractor should not have incurred any loss (profit after tax should be positive) in more than one years during last three years ending 2024-25 (Form-A).			
	• Turnover: Average annual financial turnover of the core drilling agency should be at least 50% of the			

	<p>estimated cost of work during 3 consecutive financial years ending 2024-25. This should be duly audited by the Chartered Accountant doing Statutory Audit and must carry the UDIN (Unique Document Identification Number) on the certificate/document.</p>		
	<ul style="list-style-type: none"> The Agency/Contractor should also have satisfactorily completed the similar types of works as mentioned below during the last seven years (Form-H) ending previous day of last date of submission of tender. <p>(Similar works here means rock mechanics investigations, laboratory tests on representative samples of rock for density, hardness, durability index, dynamic modulus, tensile strength, tri-axial strength, Large size Triaxial test etc., and construction material testing of coarse aggregate, fine aggregate, clay and water (inclusive of all) executed in Hydro power/ Pumped Storage/Dam Projects only.)</p>		
	<p>Experience of having successfully completed similar nature of work either of the following in the last seven years.</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>(Similar works here means rock mechanics investigations, laboratory tests on representative samples of rock for density, hardness, durability index, dynamic modulus, tensile strength, tri-axial strength, Large size Triaxial test etc., and construction material testing of coarse aggregate, fine aggregate, clay and water (inclusive of all) executed in Hydro power/ Pumped Storage/Dam Projects only.)</p>		

	Projects only.)		
e)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate (i.e. the solvency certificate) shall be a sum of at least 40% of the estimated cost of work. The issuing date of the Solvency Certificate must be after the publication date of NIT & be addressed to the tendering authority quoting the name of the work as per attached form (Form-I).</p> <p>Bidder shall submit SOLVENCY CERTIFICATE from a Nationalized/Scheduled Bank approved by Reserve Bank of India (RBI) (Form-I).</p>		
f)	Name, Address, details of the Organization, Name(s) of the Owner of the firm / company. (Form-B)		
g)	Copy of P.F. and PAN Number.		
h)	<p>The Agency shall have all the required equipment's for the tests mentioned in Scope of work in Section-VII. The laboratory and equipment's must be accredited by NABL & ISO certified. Moreover, adequate qualified technical staff for tests should also be available.</p> <p>The agency must submit the list of equipment and qualified technical staff details in the laboratory as per Form-J along with valid NABL accreditation and ISO certificates. All equipment's shall have valid calibration certificates.</p>		
i)	<p>Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST, which are mandatory, as per Govt. of India notification regarding GST. Accordingly bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.</p>		

j)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Joint Ventures are not accepted. 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. NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.		
k)	Bidder should not be blacklisted/ debarred by any government /semi government department/PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-C) .		
l)	Letter of understanding the project site on bidder's Letter Head (Form-D) .		
m)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-E) .		
n)	Consent Letter to execute the Integrity Pact (Form-F) .		
o)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-G) .		
p)	Each page of the all Volume of Tender document & Addendum/Corrigendum shall be signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.		

3. MAJOR TECHNICAL QUALIFYING CRITERIA & MARKING SYSTEM

Sl. No.	Criteria	Evaluation/ Marking System
1.	<p>Yearly Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2024-25 duly certified by Chartered Accountant.</p> <p>Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number)</p> <p>Turnover: Average annual financial turnover of the bidding agency should be at least 50% of the estimated cost of</p>	25 Marks

	work during 3 consecutive financial years ending 2024-25. This should be duly audited by the Chartered Accountant doing Statutory Audit and must carry the UDIN (Unique Document Identification Number).	
2.	<ul style="list-style-type: none"> • The Agency/Contractor should not have incurred any loss (profit after tax should be positive) in more than one year during last three years ending 2024-25 (Form-A). 	25 Marks
3.	<p>Experience of having successfully completed similar nature of work either of the following in the last seven years.</p> <p>d) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or e) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or f) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>(Similar works here means rock mechanics investigations, laboratory tests on representative samples of rock for density, hardness, durability index, dynamic modulus, tensile strength, tri-axial strength, Large size Triaxial test etc., and construction material testing of coarse aggregate, fine aggregate, clay and water (inclusive of all) executed in Hydro power/ Pumped Storage/Dam Projects only.)</p>	25 Marks
4.	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate (i.e. the solvency certificate) shall be a sum of at least 40% of the estimated cost of work. The issuing date of the Solvency Certificate shall be dated after the date of publication of tender and before last date of submission& be addressed to the tendering authority quoting the name of the work as per attached form (Form-I).</p> <p>Bidder shall submit SOLVENCY CERTIFICATE from a Nationalized/Scheduled commercial Bank approved by Reserve Bank of India (RBI) (Form-I).</p>	25 Marks
	Total	100 Marks

	Minimum Qualifying Marks for Technical Eligibility	100 Marks
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Apart from above mentioned marking system for major technical qualifying criteria, documents required for PRE-QUALIFICATION CRITERIA as mentioned in above checklist is mandatory and pre-requisite for consideration in technical evaluation and marking system.

No information relating to financial bids and 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.

Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate **must carry the UDIN (Unique Document Identification Number).** The issuing date of the Solvency Certificate shall be dated after the date of publication of tender and before last date of submission & be addressed to the tendering authority quoting.

Agency/Contractors who fulfill the above requirements shall be eligible to apply. Joint Ventures are not accepted/allowed.

4. SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON E-TENDERING THROUGH GEM PORTAL

4.1 LEARNING & REGISTRATION FROM BIDDER'S PERSPECTIVE

The Bidder/Seller/Agency shall follow the link for reading the training module for GEM participation as follows:

Sl. No.	Module	Link for Training Module
1.	Introduction to Seller/Service Provider Functionality	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2.	Seller/Service Provider Registration Using PAN/ Aadhaar	Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Aadhaar-v1-1652261232.pdf

		bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
3.	Profile Updation (Seller/Service Provider)	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4.	Secondary User Creation	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5.	Overview of Dashboard - Seller/Service Provider	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6.	Vendor Assessment	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7.	Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8.	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9.	Bill of Quantities [BoQ] - Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

Submission of Online Bids is mandatory for this Tender. For conducting electronic tendering, bidders shall use the portal:

[https://gem.gov.in](http://gem.gov.in)

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-GeM Portal.

More information useful for submitting online bids on the e-GeM Portal may be obtained at: [https://gem.gov.in](http://gem.gov.in)

4.1.1 REGISTRATION

1. Create a seller account on GeM : Creating a GeM seller account is the primary step for manufacturers and sellers. The registration on GeM should only be done by an authorized person or key person of their respective entity.

2. Updation of organizational profile : Once the creation of the seller account is complete, applicants are required to update their organizational profile, such as PAN validation, Company Details, address verification and bank account detail of the organization.

Once the primary setup of the GeM profile is done, firms must deposit caution money respectively as per their turnover.

Sellers turnover	Caution money fees
Less than Rs. 1 crore	₹5,000/-
Turnover between Rs. 1-10 crores	₹10,000/-
Turnover more than Rs. 10 crores	₹25,000/-

3. **Seller's GeM vendor assessment:** After the deposition of caution money, sellers are required to apply for **GeM vendor assessment**. All sellers must apply for assessment to participate in public procurement of Q1 & Q2 category products. **Vendors also have to pay the assessment fee of Rs. 11,200 + GST. The assessment carried out by QCI in 2 stages.**
4. **Desktop assessment:** Sellers are required to submit mandatory documents in this process. Quality control of India (QCI) verifies data and documents of the entity. The objective is to understand the process, such as the entity's a manufacturing/assembling process, policies, function and performance.
5. **Video assessment:** Once the desktop assessment is completed. QCI moves on to validate the information through video assessment. The auditor of QCI conducts it through a mobile-based app.

The vendor needs to pass this step to obtain their **OEM status to list their brand** on the Gem portal for public procurement.

4.1.2 SEARCHING FOR TENDER DOCUMENTS

- 1) Step 1: Login to Your Account to Initiate the GeM Portal Bidding Process.
- 2) Step 2: Search for the Product you want to bid on GeM Portal.
- 3) Step 3: Choose the Product you want to bid on GeM Portal.
- 4) Step 4: GeM Bid On the Product once Selected.
- 5) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5. 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) 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. Bid documents may be scanned with 200 dpi with color or black and white option whichever is sufficient for the size of the scanned document.

6. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) Bids shall be submitted online only on GeM Portal. Tenders and supporting documents shall be uploaded through GeM Portal. Only Hard copy of the Tender documents shall not be accepted. Tenderer should ensure that the documents being uploaded by him are legible, and wherever possible scanned copy of the original document should be uploaded instead of Xerox copy.
- 3) Bidder should prepare the EMD, Bid Security Declaration and Solvency Certificate as per the instructions specified in the tender document. **The original EMD and Original Solvency Certificate should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.** The details of the instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **cyan coloured (unprotected)** cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the

server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings, if required.

9) The Client shall not be responsible for delay/non encryption of submitted data/any issue with the online submission of portal.

7. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to Gem Portal in general may be directed to the 24x7 gem Portal Helpdesk. The helpdesk numbers are 07556651401, 07556685120, 01169095625.

Email Support: helpdesk-gem@gov.in

Toll Free Numbers: 1800 419 3436/1800 102 3436

8. BID SUBMISSION

The entire bid-submission would be online process and single Stage Two Envelope system.

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

9. OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Document offline.

1. **Originals of Bid Security Declaration (Form-1), Solvency Certificate and EMD as per tender guideline** in separate sealed envelope clearly labeled as "**EMD AND SOLVENCY CERTIFICATE**" for the work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

NOTE: All above envelopes shall be submitted in one single envelope clearly labeled as "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 as per date & time mentioned in NIT. In case of non-submission of above offline documents, bids are liable to be rejected.

In case of discrepancy between online and offline submission, the bid document submitted online shall prevail.

Note: The Company reserves the right to waive minor deviations/submissions if they do not materially affect the capability of the Tenderer to perform the contract.

10. CONTENTS OF FINANCIAL BID

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

The quoted rate should include all associated costs. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the Agency/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 tenderer shall quote rates upto zero decimal and as well as in words. In case of any discrepancy rate quoted in words shall prevail.

11. OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time after technical evaluation stage.

12. INSTRUCTIONS TO BIDDER

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

- a) The Bill of Quantities (BOQ) is given in **Section VIII**. The tenderer has to quote their offer in Item Rate in Bill of Quantities (BOQ). The Item-Rate shall be quoted up to zero decimal. 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-Agency/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.

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 incompetent 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; and

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, Agency/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.

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 BOQ, 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.

- e) 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.
- f) 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 Bid Security Declaration 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.
- g) 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.

h) 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.

13. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY DECLARATION

The Earnest Money Deposit as mentioned in NIT and shall be submitted in favor of **WAPCOS Limited** payable at **Gurgaon (Haryana)**.

The EMD may be accepted only in the following form:

- **Demand Draft of a Nationalized/Scheduled Bank.**

The EMD of unsuccessful tenderer(s) will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted. EMD shall not carry any interest.

Coloured scanned Copy of the EMD should be uploaded onto the GEM Portal and the hardcopy of the same shall be submitted before the last date of Bid submission, as per guidelines mentioned above.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates
- ii. Does not commence the work within the period as per LOI/Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.
- iii. The successful Tenderer shall not accept the LOI within 15 (Fifteen) days from receipt of the same. If failed, the EMD shall be forfeited and the award of work may be liable to be cancelled.

14. 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.

15. 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.

16. CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees (**INR**).

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.

17. AWARD CRITERIA

After closing of Technical & Financial Bid process, WAPCOS Limited will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest.

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 rules of WAPCOS Limited.

18. ANNEXURES

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

ANNEXURE – I : AGREEMENT
ANNEXURE – II : FORM OF PERFORMANCE GUARANTEE
ANNEXURE – III : FORMAT FOR AFFIDAVIT
ANNEXURE – IV : FORMAT FOR INDEMNITY BOND

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

For & on behalf of WAPCOS Limited

(Sd/-)
Sr. General Manager (H&PS)
WAPCOS Limited

SECTION- II

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

- ❖ The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the WAPCOS and the Agency/Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ❖ In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - “**Client/Employer**” shall mean “WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation, Government of India having their office at WAPCOS Ltd., Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana, India & include their successors & permitted assigns as well as their authorized officer / representatives, for execution of the Work as mentioned in NIT.
 - The “**Company/WAPCOS**” shall mean WAPCOS Limited.
 - The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract.
 - The **Engineer-in-Charge** shall means the Engineer Officer appointed by WAPCOS Limited or his duly authorized representative who shall direct, supervise and be in-charge of the work for the purpose of this Contract.
 - **Tenderer/Bidder** shall mean the firm/party who intends to participate in this Notice Inviting Tender.
 - **Excepted Risk** are risks due to riots (other than those on account of Agency/Contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedeted floods, and other causes over which the Agency/Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
 - **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Special Conditions of Contract to cover, all overheads and profits.
 - **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Special Conditions of Contract hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - **District Specifications** shall mean the specifications followed by the State Government in the area where the work is to be executed.

- The **Agency/Contractor/Successful Bidder** shall mean the firm or company whose bid has been accepted by WAPCOS Limited and shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- **Tendered value** means the value of the entire work as stipulated in the letter of award.
- **Month** means calendar month of the Gregorian calendar.
- **Date of commencement of work:** The date of commencement of work shall be the date of start as specified or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- The Agency/Contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- The several documents forming the Contract are to be taken as mutually explanatory of one another.
- In the case of discrepancy between the Bill of Quantities and/or the Specifications, the following order of preference shall be observed:-
 - Description of Bill of Quantities
 - Particular Specification and Special Condition, if any.
 - Terms of Reference
 - Indian Standard Specifications of B.I.S.
- Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed. General

conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter.

- The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

2.0 Scope of work:

The scope of work includes in-situ and laboratory investigations for mechanical properties of rock of drill cores, Large size Triaxial Shear test, sampling and testing of coarse aggregate, fine aggregate, water and clay samples from borrow and quarry area to ascertain its properties for its suitability and structural designing. The tests shall be carried out as per relevant BIS codes. Scope of work includes report preparation and submission having details of Calculations, calibration and the specified limits as per IS code along with discussion and inferences drawn from test result. Test reports are to be provided in the format prescribed by QCI as a part of NABL accreditation. The detailed scope of work is given in section-VII of the tender document. For detailed scope of work, please refer to section-VII "Terms of Reference/Technical Specifications" of the tender document.

3.0 Bid Price :

The intending bidder(s) required to quote the rate of the items as per BOQ. The rate to be quoted shall be unit rate and shall remain firm without the price variation clause. The bidders should not claim for any price variation / escalation. No price variation / cost escalation is accepted. The bid submitted with a price variation/escalation clause will be treated as non- responsive and rejected.

The rates quoted shall also include cost of sample collection from site, transportation, preparation of sample for tests and stacking of items as required for the mentioned scope of Work.

4.0 Period of validity of Bids:

The validity of the tender shall be for a period of 120 (One hundred twenty) days from the date of publishing of tender. Prior to the expiry of the original validity period WAPCOS may request extension in the period of validity for a maximum period of 90 (Ninety) days. The Bidder may refuse the request without forfeiting his bid security. Bidders agreeing to the request will not be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly.

5.0 Performance Guarantee:

The Successful Agency/Contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract from the date of issue of letter of acceptance. The Performance Guarantee shall be issued from a Scheduled/Nationalized Bank. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Special Conditions of Contract on written request of the Agency/Contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge.

The Performance Guarantee shall be initially valid for up to the stipulated date of completion plus defect liability period plus 3(three) months claim period beyond that. In case the time for completion of work gets extended, the Agency/Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Agency/Contractor, without any interest.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of WAPCOS Limited.

The Performance Guarantee shall be refunded to the Agency/Contractor soon after the completion of works and issuance of the completion certificate.

The confirmation of the Performance Guarantee submitted to WAPCOS Limited by the bidder may be sought from issuing bank through **Structured Financial Messaging System (SFMS)**, as per details given below:

Name of Bank: Indian Overseas Bank

Address: NHB, Gurgaon,

Branch Code: 1935

IFSC Code: IOBA0001935

Beneficiary: WAPCOS Limited

6.0 Recovery of Security Deposit:

The person/persons whose tender(s) may be accepted (hereinafter called the Agency/Contractor) shall permit WAPCOS Limited at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 10% of the tendered value of the work. Such deductions will be made and held by WAPCOS Limited by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above.

The Security Deposit shall be released after successful completion of Defect Liability Period.

7.0 Time Schedule:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT and ITB.

8.0 Extension of work completion time :

Ordinarily no time extension shall be granted. However, if the work is suspended due to reasons beyond the control of the Agency/Contractor, the Agency/Contractor shall immediately give notice in writing within 7 (seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

9.0 Liquidated Damage:

If the Agency/Contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the Agency/Contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the Agency/Contractor. Such extension may only be granted on the basis of application to be submitted by the Agency/Contractor who has to establish that the extension of time required by him was not due to his fault.

10.0 Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of three months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify/replace/redo the material/test at their own cost and responsibility. Defects/rectification works so notified shall have to be attended and completed satisfactory within 15(fifteen) days. For faithful &due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor.

After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported with in the defect liability period, and on receipt of the application from the contractor, controlling officer of the works shall recommend for refund of the Security money.

11.0 Measurements of Work done:

All items of work carried out by the Agency/Contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.

Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the Agency/Contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.

In the event of failure on the part of the Agency/Contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

The Agency/Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

12.0 Terms of Payment:

The Contractor acknowledges that under the present Contract, WAPCOS Limited is only working as intermediary between Odisha Hydro Power Corporation Limited (OHPC), being Owner and Agency. Thus the Contractor unconditionally acknowledges that the payments under the present Contract shall be made proportionately by WAPCOS Limited only on **back to back basis** i.e., after 21 days subject to receipt of payment from Odisha Hydro Power Corporation Limited (OHPC) being Owner. The Agency also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from Odisha Hydro Power Corporation Limited (OHPC), then WAPCOS Limited &/or any of its Employee/Officer shall not be responsible to pay any amount to Agency. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the Agency/Contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the Agency/Contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from Agency/Contractor's claim under any other contract with the company or from Agency/Contractor's security deposit or from the amount retained or the Agency/Contractor shall pay the overpayment on demand.

The work shall be carried as per the Terms of Reference, Technical Specifications, and Scope of Work.

Running bills shall be submitted by the contractor on monthly basis on or before the date fixed by the Engineer-In-charge for the work executed. The Engineer-In-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work. However, Retention money shall be deducted from each bill and at each stage @ 10% of the gross bill. The whole retention money thus retained from each RA bill shall be released after defect liability period with successful completion of the work to the full satisfaction of Engineer-in-charge.

No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

The payment of advance is normally discouraged. If the contractor wished to take advance, the advance payment of 10% of the contact amount may be given as interest bearing advance payment on fulfilling the following points:

- Acceptance of Letter of Award (LoA).
- Submission of an unconditional Bank Guarantee against advance covering the 110% of the advance amount which shall be kept valid up to 90 (ninety) days beyond the schedule date of successful completion of the work under the contract. However, in case of delay in completion, the validity of this Bank Guarantee against advance shall be extended by the period of such delay

13.0 Change of Quantity:

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities/tests as may be required by appraisal agencies and such variation shall be will be made as per the actual work done and item wise measurement basis limited to $\pm 30\%$ (plus or minus thirty percent) or the quantity as required by appraisal agencies.

14.0 Labour License:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

15.0 Compliance of Labour Laws:

The Contractor shall comply all statutory Labor Laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure - IV) after placement of Letter of Intent / Order.

16.0 Variation, Omission, Addition & Alteration:

The Agency/Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 30\%$ (plus or minus thirty percent) of the quantity mentioned in bid document. Payment shall be made as per actual execution.

17.0 Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Agency/Contractor shall bring the matter to the notice of the Controlling Officer and advise the Agency/Contractor to proceed with such item(s) of work.

Rates for supplementary item shall be arrived on the basis from the existing items& rates in the contract.

18.0 Agreement:

The Agency/Contractor will have to sign an agreement with WAPCOS Limited as per the format specified in Annexure-I. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS Limited from contracting for identical or similar services from any other person/party.

This agreement shall initially be valid for a period of the contract which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS Limited, directly or through some other complaint, that the Agency/Contractor had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the Agency/Contractor.

WAPCOS Limited may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the agency at its registered office, terminate or suspend this agreement under any of the following circumstances:

- a) The Agency/Contractor failing to perform any obligation(s) under the agreement.
- b) The Agency/Contractor failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS Limited.
- c) The Agency/Contractor going into liquidation or ordered to be wound up by competent authority.

Either party may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

It shall be the responsibility of the Agency/Contractor to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Agency/Contractor and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS Limited through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS Limited may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Agency/Contractor or not. The Agency/Contractor shall

extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

Actions pursuant to termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Firm shall not represent the WAPCOS Limited in any of its dealings.
- b) Firm shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS Limited's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days' notice in writing.

If the service of the Agency/Contractor is found to be not satisfactory, the contract will be terminated with one month's notice and the Agency/Contractor will not be eligible for any compensation on this account.

19.0 Force Majeure:

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency or court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

20.0 Settlement of Disputes, 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 Limited is only working as Intermediary between Agency/Contractor and the Owner, 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 Owner &WAPCOS Limited, owner shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS Limited and costs incurred in the proceeding shall be the sole responsibility of Owner. 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.

21.0 Jurisdiction

Any dispute connected with this contract shall fall within the jurisdiction of Courts at New Delhi.

22.0 Completion of Work:

Completion of work means completion of the **In-situ and Laboratory Testing for rock, Construction Materials and Large size Triaxial Shear test of Rock fill for Balimela Pumped Storage Project, Malkangiri, Odisha** in all respect in totality as mentioned in the tender document and acceptance of the same by the company, WAPCOS Ltd.as well as owner of the Project i.e. Odisha Hydropower Corporation Limited (OHPC).

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Agency/Contractor shall have completed the work upto the satisfaction of the Company and acceptance of the Report by the owner of the project i.e. Odisha Hydropower Corporation Limited (OHPC).

23.0 Safety Rules:

Agency/Contractor's Site Management has following main objectives regarding safety at site:

- a) No Accident
- b) To make the environment safe
- c) No harm to people
- d) Safety is everyone's responsibility
- e) To make the job safe

These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.

The rules for Health and Safety specified herein are in no way intended to relieve the Agency/Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Agency/Contractor of any of his legal obligations for the avoidance of accidents.

In all matters arising in the performance of the Contract, the Agency/Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.

The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.

All Agency/Contractors' personnel shall treat everyone with respect and will refrain from any sexually suggestive or abusive comments or behaviour.

24.0 Insurance

1. Requirements

Before commencing execution of works, unless stated otherwise in the special conditions of contract, it shall be obligatory for the Agency/Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Agency/Contractor's all risk and Third Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire, theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the special conditions of contract.

2. Policy in Joint Names of Agency/Contractor and Employer

The policy referred to under sub-clause 22(1) above shall be obtained in the joint names of the Agency/Contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the Agency/Contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, Agency/Contractors, employer or others.

3. Currency of Policy

The policies shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period. The Agency/Contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premium and the premium paid by him to ensure that the polices indeed continue to be in force. If the Agency/Contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the sub clause 24(1) or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Agency/Contractor or from the Agency/Contractor's performance security.

SECTION- III

SPECIAL CONDITIONS OF CONTRACT

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

The Special Condition of Contract (SCC) shall be followed by the Agency/Contractor in addition to the General Condition of Contract (GCC) of tender document. The following General Condition of Contract of this tender are modified/added as detailed below.

In case of any discrepancy between GCC and SCC, the SCC will succeed over GCC.

- **Office Inviting Tender**

Sr. General Manager (H&PS),
WAPCOS Ltd.,
Room no. B-33,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram-122015,
Haryana
Email: dam@wapcos.co.in
Contact No. 0124-2340670

- **Definitions**

- Owner means Odisha Hydropower Corporation Limited (OHPC)
- Site / Location Means as mentioned in NIT
- Engineer-In-Charge means Sr. General Manager (H&PS) or as per appointed by WAPCOS.
- Accepting Authority Shall mean WAPCOS Limited and mentioned otherwise.
- Date of Commencement of work: Within 15 days from the date of issue of Letter of Award (LoA)

- **Clauses of Contract**

Performance Guarantee	3% of Tendered Value
Performance guarantee if Agency/Contractor quotes abnormally low	The amount of 3% of Performance guarantee will increase if L1 Agency/Contractor will quote abnormally low. The additional amount of BG will be the difference of average quoted cost of all the other bidders who have participated in the bidding process and cost quoted by the L1 bidder who has quoted abnormally low. The decision to decide abnormally low cost will be in full discretion of the tender evaluation committee of WAPCOS Limited.

Time allowed for submission of Performance Guarantee from the date of issue of letter of Award	15days
Validity of Performance Guarantee	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus defect liability period plus three (3) months claim period
Return of Performance Guarantee	Soon after the completion of works and issuance of the completion certificate
Security Deposit	10% of Tendered Value
Release of security Deposit	Successful Completion of Defect Liability period
Liquidated Damage	Timely completion of the work is very much/strictly essential due to time constraints. 0.5% of the total project cost per week. (Maximum up to 10% of the Project Cost)
Time Schedule	
Number of days from the date of issue of letter of Award for reckoning date of start	Within 15 days
Stipulated time of completion of project	As Mentioned in NIT
Payment	Terms of Payment shall be followed as mentioned in the General Condition of Contract.
Defect Liability Period	Three months from the date of successful completion of each component of the project in all respect

SECTION– IV

ADDITIONAL CONDITIONS OF CONTRACT

SECTION-IV**ADDITIONAL CONDITIONS OF CONTRACT**

1. The scope of the work constitutes completion of all the works and services detailed in this Document and any underlying logical/ physical activity as indicated in this document, not expressly mentioned but required during the course of the execution will also be considered part of the work. The ancillary requirements for the fulfillment of the work shall be supplied by the contractor free of cost within the scope of the work.
2. The quantities indicated in schedule of prices are estimated as per anticipated requirement. The test specification and quantities are indicative and can change but the quantities if reduced or if any test is cancelled, no compensation in any form shall be paid to the contractor.
3. The Contractor is advised to satisfy himself by his actual inspection of the site and also ascertain for himself the climatic condition, local site conditions etc. before submitting the Bid.
4. Sample collection of the materials should be as per the instructions and in presence of Engineer- In –Charge.
5. The project area lies in Malkangiri district of Odisha nearby the Existing Balimela Reservoir. The bidder shall make themselves familiarize and gain information about the areas & topography by any means before submission of the bid. All the protection measures and expenses shall be bear by the contractor. WAPCOS will not be responsible for any damage, casualty and loss of any life, property and equipment etc. for the execution of the work.
6. All the works shall be carried out as per relevant IS specifications and as per the instructions of Engineer-in-charge.
7. The contractor shall make his own arrangements to collect samples at specified location as suggested by Engineer-in-charge. Rates quoted by contractor shall include the cost of such arrangement at the site of works.
8. Any electric supply required at the site of works for whatsoever purpose shall be arranged by the contractor. The contractor shall make his own arrangements for electric power supply / installation of Diesel generating sets etc. as required for the work at his own cost and the rates quoted shall include the cost of providing such

electric supply arrangements required for the works and offices / accommodations etc.

9. The Contractor/s shall make his / their arrangements for paths etc. for carrying his / their tools and plants labour and materials collection etc. for which no extra payment shall be made.

10. PRICE

- 10.1 The rates quoted by the bidder shall be all inclusive for the mentioned scope of work including all charges for equipment, consumables etc, and other statutory levies, insurances, supervision, accommodation, travelling & all other incidental charges.
- 10.2 The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.
11. Any damage done by the Contractor to any existing work during the course or execution of the work bidden for shall be made good by him at his own cost. No payment shall be made to the Contractor for any damage to the work executed by him due to rain, flood or any other natural calamities and the contractor shall restore the work at his own cost and ensure such execution strictly in accordance with the specification. The maintenance and protection of work from damage of any kind shall be the responsibility of the contractor till the work is completed and handed over to the Department.
12. Any other incidental charges like royalty, cartage, storage, cutting and wastage for execution of the work as defined above or infra structural activities required to be carried out in order to execute the work shall be borne by the Contractor. No reimbursement shall be entertained by the Department on this account.

13. SPECIAL CONDITIONS FOR WORKING IN PROJECT AREA (if applicable)

Necessary conditions to be met while conducting construction material testing in Balimela Pumped Storage Project:-

- i. No trees saplings should be cut and removed.
- ii. No damage should be caused to the Forests, Wildlife and Environmental flora and fauna
- iii. No road formed for transportation of machinery or sample collection.
- iv. No labour camps should be established in the Forest land

- v. Fire nearby Forest should be avoided
- vi. No cooking is allowed within the Forest area.
- vii. The work should be carried out day time only.
- viii. Vehicle moment should not be allowed in the Forest area
- ix. No breaking of fresh forest land should be done
- x. All the acts and guidelines in the Forest area to be allowed.

14. Bidding Agency/Contractor is required to deploy resources to complete the sampling and laboratory testing work within the schedule time. No Claim will be entertained for non-functioning equipments, idle labour, idle machinery, idle technical/no technical staff, idle T&P etc.

15. The work shall be inspected or supervised by WAPCOS Limited from time to time at site and laboratory as necessary. The Agency/Contractor shall provide all facilities for such inspection free of cost.

16. During the execution of the work, the representative of WAPCOS Limited found any work not in accordance with the approved drawings/specifications/instructions, he may order for re-execution of part or whole of the work executed,. No extra claims shall be entertained for re-execution or altering of such work.

17. During the execution of the work, if any, problem arises which is not covered by the specifications, the Agency/Contractor shall seek necessary clarification and instruction from WAPCOS Limited. Such instruction shall be binding on the Agency/Contractor and shall be observed in full.

18. The Agency/Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Agency/Contractor shall refer to the Indian Standard and also the State Government rules and regulations.

SECTION- V

ANNEXURES

Annexure – I**AGREEMENT**

THIS AGREEMENT IS MADE on this day of 2021 BETWEEN **WAPCOS Limited, A Government of India Undertaking, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana - 122015**, represented by its Name, Designation (hereinafter referred to as the 'WAPCOS' or 'Client' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and **M/s(Name of Agency/Contractor)**, a company incorporated under the Indian Companies Act, 1956, having its registered office at represented by Name (Designation) (hereinafter referred to as 'Agency' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for "**In-situ and Laboratory Testing for rock and Construction Materials, Large size Triaxial test for Rockfill for Balimela Pumped Storage Project, Malkangiri, Odisha**" vide **NIT No. WAP/H&PS/BALIMELA/2025/1501**, dated: **15/12/2025** and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Agency has been accepted and the Client has awarded the work of "**In-situ and Laboratory Testing for rock and Construction Materials, Large size Triaxial test for Rockfill for Balimela Pumped Storage Project, Malkangiri, Odisha**" vide work order No: and the Agency submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Employer to the Agency/Contractor as hereinafter mentioned, the Agency/Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

The Employer hereby covenants to pay the Agency/Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

a) Tender Document

- b) Bidder's Bid
- c) Work Order/Letter of Award (LoA)
- d) Acceptance of LoA

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written at **WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana - 122015.**

In the presence of:

Witness

1.

2.

Annexure -II**FORM OF PERFORMANCE GUARANTEE**

WAPCOS Limited
(A Government of India Undertaking)
76-C, Institutional Area,
Sector-18, Gurugram
Haryana- 122015

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 _____ (Agency/Contractor's name & address)(hereinafter referred to as "the Agency/Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Agency/Contractor 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 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 Agency/Contractor 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 Agency/Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency/Contractor 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/Contractor 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/Contractor. 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/Contractor 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/Contractor 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/Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency/Contractor'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 any 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

- a) Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only);
- ii) This bank guarantee shall be valid upto _____; and
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (indicate a date twelve month after validity of Guarantee) Dated this _____ day of _____ at Gurugram.

Annexure – III

FORMAT FOR AFFIDAVIT

I/We have submitted a bank guarantee for the work (Name of work) Agreement No. _____ Dated _____ from _____ (Name of the Bank with full address) to the WAPCOS Limited, Gurugram with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____. I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the WAPCOS Limited.

I / We also indemnify the WAPCOS Limited against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)
Signature of Agency/Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate

Annexure –IV**FORMAT FOR INDEMNITY BOND**

INDEMNITY BOND EXECUTED by me / us on thisDay of2025, I/We having Registered Office at (herein referred as "**OBLIGOR / OBLIGORS**" which expression shall mean and includes my / our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company / firmafter having the power to bind so with the promise and undertaking in favour of the WAPCOS Limited, Gurugram (Hereinafter referred as **OBLIGEE**, which expression shall mean and include it's legal representative, administrators assigns.

Whereas **OBLIGOR / OBLIGORS** has / have been awarded to execute the job / works under letter no.....dated..... issued by the **OBLIGEE** after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be / likely to be done in places covered under Employees' State Insurance Act (ESI) and / or the Employee Compensation Act, 1923 (W. C. Act) and / or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the **OBLIGOR / OBLIGORS** is /are under obligation to execute this Indemnity Bond before the commencement of actual execution and **OBLIGOR / OBLIGORS** is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the **OBLIGEE** shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I / we the **OBLIGOR / OBLIGORS** do hereby undertake:-

- 1) THAT the **OBLIGEE** shall not be held responsible for any type of accident which may take place during the course of work undertaken by the **OBLIGOR / OBLIGORS**.
- 2) THAT the **OBLIGOR / OBLIGORS** will take / adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the **OBLIGEE** in all cases.
- 3) THAT the **OBLIGOR / OBLIGORS** undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or no managerial or any other capacity in the area covered under Employee' State Insurance Act,1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act,1948.
- 4) That the **OBLIGOR / OBLIGORS** further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the **OBLIGOR / OBLIGORS**.
- 5) THAT the **OBLIGOR / OBLIGORS** undertakes / undertake to indemnify and keep harmless the **OBLIGEE** from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to / or not belonging to **OBLIGOR / OBLIGORS**.

- 6) THAT the OBLIGOR / OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee / workmen under the Employee Compensation Act. Act or any other laws for the time being in force.
- 7) THAT , if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR / OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work / job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR / OBLIGORS is responsible to complete the work / job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.
- 8) THAT, if at any time, due to exigency, the OBLIGEE i.e. the WAPCOS Limited, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR / OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR / OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR / OBLIGORS.
- 9) THAT the OBLIGOR / OBLIGATOR is / are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

SIGNED AND DELIVERED BY THE OBLIGOR / OBLIGORS

Signature

WITNESS:

1) Name, Designation

Signature

2) Name, Designation

Signature

SECTION- VI

FORMS

FORM-1

DECLARATION FOR EMD/TENDER FEE SUBMISSION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions. I hereby enclose a Demand Draft no..... datedfor Rs..... (Rupees.....only) drawn on..... in favor of "WAPCOS LIMITED" as **Earnest Money Deposit (EMD)** and a Demand Draft no..... datedfor Rs..... (Rupees.....only) drawn on..... in favor of "WAPCOS LIMITED" as **Tender Document Fee**.

Or

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions. I/We are registered with Micro, Small & Medium Enterprises or have the NSIC Certificate 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**) and claim exemption from the submission of EMD and Tender document fee and submitting of requisite proof in the form of self-attested valid certification from MSME or NSIC.

Enclosures:

Seal of bidder

Date of submission: Signature(s) of Bidder(s).

FORM-2

LETTER OF TRANSMITTAL FOR TECHNICAL BID
 (On Bidder's Original Letter Head)

To

WAPCOS Ltd.,
 Plot No. 76-C, Institutional Area,
 Sector-18, Gurugram,
 Haryana -122015
 Email: dam@wapcos.co.in
 Contact No. 0124-2340670

Subject: Submission of bids for (Name of the Work)

Sir,

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

1. I/we hereby certify that all the statement made and information supplied in the enclosed Forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the WAPCOS Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission: Signature(s) of Bidder(s).

FORM-A**FINANCIAL INFORMATION****[To be submitted on Original Letter Head of Bidder]**

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

Financial Years	Gross Annual turnover (in Rs.)	Profit/Loss (After Tax) (in Rs.)
2020-2021		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

2. Financial arrangements for carrying out the proposed work: It is hereby declared that we have enough financial resources to execute the proposed work.

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

FORM- B**STRUCTURE & ORGANISATION**

Sl.No.	Particulars	Details Submitted by Bidder
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) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
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.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORM-C

FORMAT FOR NO-CONVICTION CERTIFICATE

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

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

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

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

Yours faithfully,

Date: _____ (Signature, name and designation
of the Authorized signatory)

Place: _____ **Name and seal of Bidder**

FORM-D

FORMAT FOR UNDERSTANDING THE WORK SITE
[To be submitted on Bidder's Original Letter Head]

To

WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: dam@wapcos.co.in
Contact No. 0124-2340670

Subject: Undertaking of the Site Visit for --- (Name of the work)

Sir,

I/we hereby certify that I/we have examined scope of work & inspected the work site & its surrounding satisfactorily, where the work is to be executed as per the scope of works. I/we are well aware about the following

- Location of the proposed site and its allied works.
- The condition of the proposed site for sample collection.
- Site clearance and no cutting off the matured trees.
- Nature of the ground and accessibility to the site.
- Certified Labs and BIS codal provisions of the tests involved

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the work. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects

Yours faithfully,

Date:

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

Place:

FORM-E

FORMAT FOR NO DEVIATION CERTIFICATE

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

To

WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: dam@wapcos.co.in
Contact No. 0124-2340670

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

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-F

FORMAT FOR INTEGRITY PACT

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

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: dam@wapcos.co.in
Contact No. 0124-2340670

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

Dear Sir,

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

Enclosure-I

INTEGRITY AGREEMENT

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

BETWEEN

WAPCOS Limited, Gurugram (Hereinafter referred as the '**Client**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

..... (Hereinafter referred to as the "**Bidder/Agency/Contractor**")

(Details of duly authorized signatory)

and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Client has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Client, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Client will, during the Tender process, treat all Bidder(s) with equity and reason. The

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

- c. The Client shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2. If the Client obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Client will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

- e. The Bidder(s)/Agency/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Agency/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Agency/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- 5. The Bidder(s)/Agency/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1. If the Bidder(s)/Agency/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Client after giving 14 days' notice to the Agency/Contractor shall have powers to disqualify the Bidder(s)/Agency/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Client. Such exclusion may be forever or for a limited period as decided by the Client.
- 2. Forfeiture of Performance Guarantee/Security Deposit: If the Client has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Client apart from exercising any legal rights that may have accrued to the Client, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Agency/Contractor.
- 3. Criminal Liability: If the Client obtains knowledge of conduct of a Bidder or Agency/Contractor, or of an employee or a representative or an associate of a Bidder or Agency/Contractor which constitutes corruption within the meaning of IPC Act, or if the Client has substantive suspicion in this regard, the Client will inform the same to law enforcing agencies for further investigation.
- 4.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency/Contractor as deemed fit by the Client.
3. If the Bidder/Agency/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Agency/Contractors/SubAgency/Contractors

1. The Bidder(s)/Agency/Contractor(s) undertake(s) to demand from all subAgency/Contractors a commitment in conformity with this Integrity Pact. The Bidder/Agency/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Agency/Contractors/sub-vendors.
2. The Client will enter into Pacts on identical terms as this one with all Bidders and Agency/Contractors.
3. The Client will disqualify Bidders, who do not submit, the duly signed Pact between the Client and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Agency/Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS Limited.

Article 7: Other Provisions

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

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

Article 8: Legal and Prior Rights

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

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

.....

(For and on behalf of Client)

.....

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

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

FORM-G

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: dam@wapcos.co.in
Contact No. 0124-2340670

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

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,

Date: (Signature, name and designation
of the Authorized signatory)

Place: Name and seal of Bidder

FORM-H

**DETAILS OF SIMILAR COMPLETED WORKS DURING THE LAST 7 (SEVEN) YEARS
PREFERABLE FOR GOVERNMENT DEPARTMENTS**

Sl No .	Name of The work & location	Owner or sponsoring organization	Cost of Work (in Lakh)	Date of Commencement as per Contract	Scope of Work	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration cases which are over and Litigation/Arbitration cases pending/ in progress with details	Name & address/ telephone number of Executive Engineer/ Project Manager or equivalent to whom reference shall be made	Remark / Reasons for delay and compensation charged if any
1	2	3	4	5	6	7	8	9	10	11

(Signature of Bidders)

FORM-I

FORMAT FOR SOLVENCY CERTIFICATE
[From a Nationalized/Scheduled Bank approved by Reserve Bank of India (RBI)]
[To be submitted on Original Bank's Letter Head]

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: dam@wapcos.co.in
Contact No. 0124-2340670

Subject: Solvency Certificate for ----- (Name of Work/Project)

Dear Sir,

This is to certify that as on date of this certificate, "M/s. _____ (Name of the Bidder/Tenderer/Firm/Party)", having its registered office at " _____ (Address)", is a customer of our bank and to the best of our knowledge and information can be treated as good for any engagement up to a limit of "Rs. _____ (both in Figure & Words)" as on the date of issuance of this certificate.

This certificate is issued at the specific request of the client without any risk or responsibility on the part of the bank or any of its officers/ directors and should not be construed as recommendation or guarantee on the part of the bank.

Date: _____ (Signature, Name and Designation of the Authorized signatory of the Bank)

Place: _____ **Power of Attorney No.**

Name and seal of Bidder

FORM-J

Part-1

DETAILS OF SAMPLING AND LABORATORY TESTING EQUIPMENT'S & ACCESSORIES & OFFICE EQUIPMENTS (IN WORKING CONDITIONS) OWNED BY THE BIDDER(S)

Sl. No.	Description	Make	Model & Year of manufacture	Capacity	Condition	No. Of Equipment	Any other relevant Information	Remarks
---------	-------------	------	-----------------------------	----------	-----------	------------------	--------------------------------	---------

Part A : Test Equipment's

Part B: Office equipment's, T&P etc.

Date:

(Signature, Name and Designation of the Authorized signatory)

Place:

Name and seal of Bidder

SECTION- VII

TERMS OF REFERENCE/TECHNICAL SPECIFICATION

SECTION – VII

TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

1. BACKGROUND

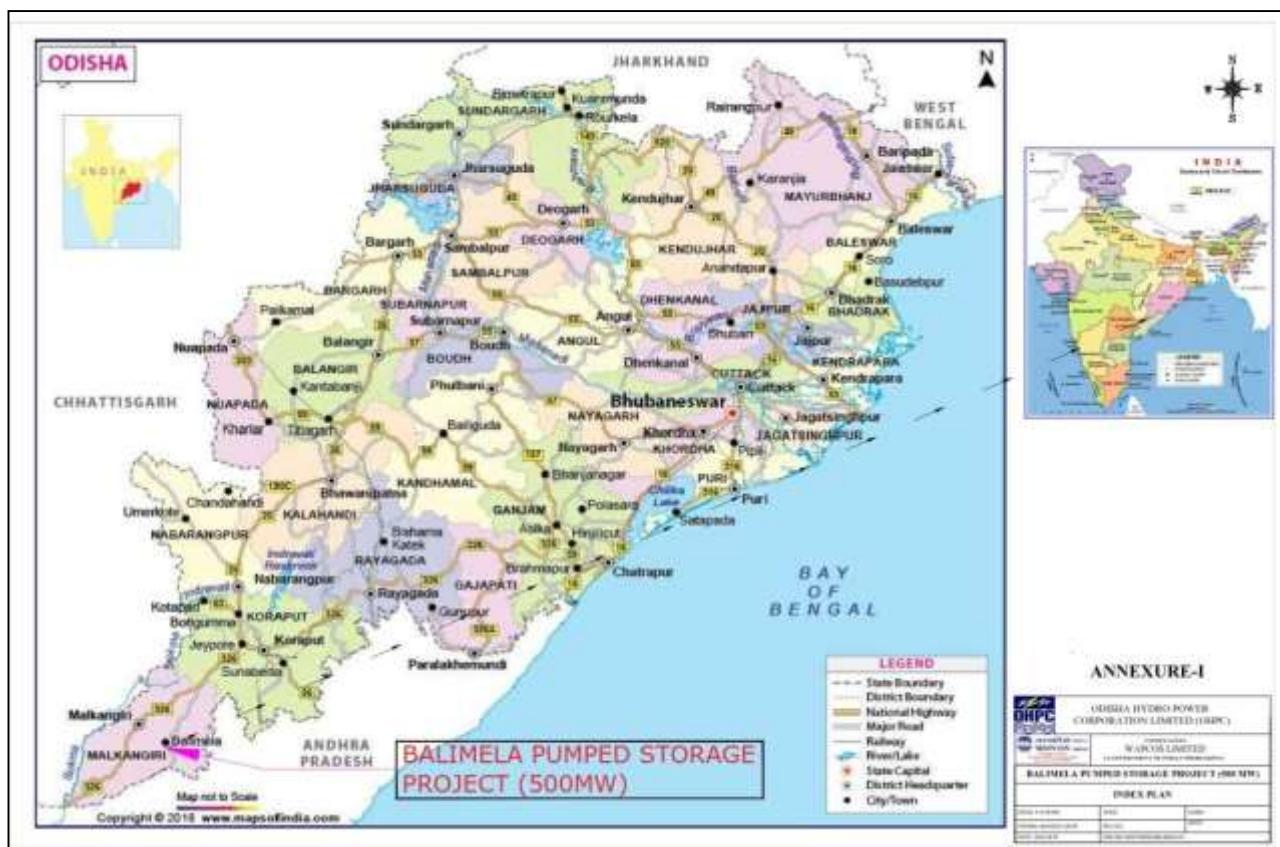
The proposed Balimela Pumped Storage Project (BPSP) area is located in the Balimela village of Malkangiri District of Indian state of Odisha. The upper reservoir is existing named as Balimela Reservoir and lower reservoir is planned across Kharika Jhora nala of the Malkangiri district. The Upper dam is existing known as Balimela Dam. The proposed project area for Pumped Storage Project is located on Sileru river which is a tributary of Godavari River.

2. PROJECT LOCATION

The proposed Balimela Pumped Storage Project is located downstream of existing Balimela Hydro Electric Project near Balimela village in Malkangiri tehsil, Malkangiri district, Odisha, India (Figure 1: Location Map). The project falls in the area bounded by Lat. N 18° 13' to 18° 11' and Long. E 82° 05' to 82° 06'. Balimela town is 37 km from the district head quarter Malkangiri. The Balimela reservoir which will be the Upper pool of the project is accessible with motor able road via SH 47 and the tail pool dam site is near to Balimela village.

The co-ordinates are as under:

S. No.	Dam	Latitude	Longitude
1	Balimela Upper dam (Existing)	18°08'22.16"	82°07'27.10"
2	Balimela Lower dam (Proposed)	18°13'03.13"	82°05'33.66"

FIGURE-I: PROJECT LOCATION

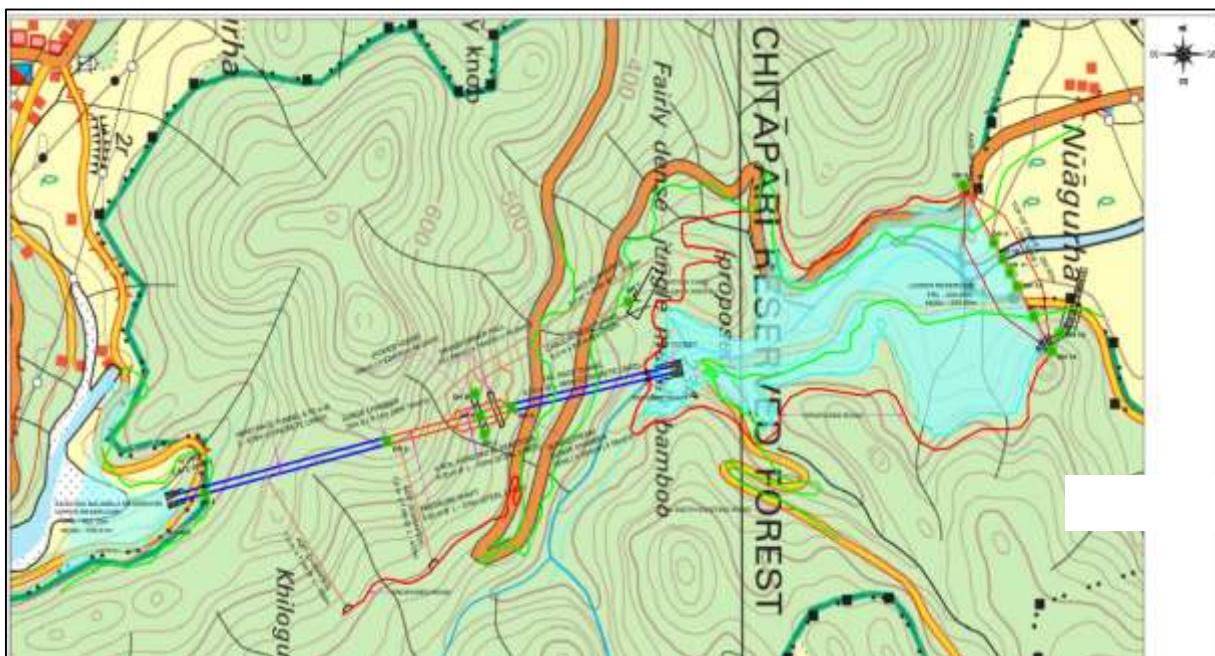


Fig. - 2 : Project Layout on Survey of India Topographic Map

3. ACCESS TO PROJECT SITE:

The proposed site can be approached by Road, Rail and Airways.

S. No.	Medium of Transport	Details
1	By Air	The nearest airport is Vishakhapatnam (128 km)
2	By Rail	The nearest rail head is Darliput (69 km)
3	By Road	From Balimela town - 35 km by road from Malkangiri district (Upper dam is accessible by SH 47)
4	Sea Port	Vishakhapatnam

4. OBJECTIVE OF INVESTIGATION

The scope of work includes in-situ and laboratory investigations for determination of mechanical properties of rock of drill cores, Large size Triaxial Shear test for Rock fill, sampling and testing of coarse aggregate, fine aggregate, water and clay samples from borrow and quarry area to ascertain its properties for its suitability and structural designing. The tests shall be carried out as per relevant BIS codes including collection of samples. Scope of work includes report preparation and submission having details of Calculations, calibration and the specified limits as per IS code along with discussion and inferences drawn from test result. Test reports are to be provided in the format prescribed by QCI as a part of NABL accreditation. The detailed scope of work is given in section-VII of the tender document. For detailed scope of work, please refer to section-VII "Terms of

Reference/Technical Specifications" of the tender document

Laboratory and in-situ investigations proposed to be conducted at various locations and various samples of construction material and rock from drill cores for Balimela Pumped Storage Project to study and understand the geological features and material properties. These investigations will help in optimization of designs for construction of project components which shall have a long term bearing on the construction and operation of these components. For this purpose, the investigation shall aim at determining the following:

- Mechanical properties of the rock in project area
- Characteristics of foundation materials and their properties;
- Geotechnical design parameters for the project components;
- Suitability of water, coarse and fine aggregate for construction purposes.

Scope of Investigation

To attain the objectives, the investigations listed below shall be performed for the project:

Birimela Pumped Storage Project (2x250 MW), Malkangiri, Odisha				
S. No.	Laboratory Tests on representative samples	BIS Code Ref.		
A	Rock Mechanics Test of Core Samples		No. of Samples per rock type (A)	Rock Type (B)
1	Water content, Pososity, Density and related properties of rock material	IS 13030	1	2
2	Hardness	IS 12608	1	2
3	Slake Durability Index	IS 10050	1	2
4	Dynamic Modulus (P-wave & S-wave velocity)	IS 10782	1	2
5	Point load index (diametral and axial)	IS 8764	1	2
6	Strength and Deformability in Uniaxial Condition	IS 9221	1	2
7	Indirect Tensile Strength (Brazilian)	IS 10082	1	2
8	Tri-Axial Shear Test for Shear Strength Parameters	IS 13047	1	2

B	Coarse Aggregate		No. of Sample per quarry site (A)	No .of quarry site (B)
1	Specific gravity	IS 2430:1986	1	2
2	Water absorption		1	2
3	Aggregate Impact value		1	2
4	Aggregate Crushing value		1	2
5	Aggregate Abrasion value (Los Angeles)		1	2
6	Soundess loss		1	2
7	Petrographic Test		1	2
8	Potential Alkali Silica reactivity test (Mortar Bar Method as per ASTM C 1260)/ Alkali Carbonate test		1	2
C	Fine Aggregate		No. of Sample per quarry site (A)	No .of quarry site (B)
1	Specific gravity	IS 2430 - 1986	1	2
2	Fineness Modulus and zoning		1	2
3	Material finer than 75 μ		1	2
4	Organic impurities		1	2
5	Mica content		1	2
6	Soundess bar		1	2
7	Petrographic Test		1	2
8	Potential Alkali Silica reactivity test (Mortar Bar Method as per ASTM C 1260)/ Alkali Carbonate test		1	2
D	Water		No of samples per possible location(A)	No of location for water source(B)
1	Acidity	IS 456	1	2
	Alkalinity			
	Organic Solid			

	Inorganic Solid			
	Sulphates (as SO ₃)			
	Chloride (as Cl)			
	Suspended Matter			
	pH value			
E	Rockfill Material		No. of Sample per quarry site (A)	No .of quarry site (B)
1	Large Size Triaxial Shear Test (Rockfill Material) for Stress-strain volume change behaviour and evaluate the shear strength parameters i.e. angle of shearing resistance, Φ and cohesion, c required for designing the cofferdams		1	1
2	Specific gravity and relative density Test		1	1
3	Deformability and permeability		1	1
4	Field GSD (grain size distribution) test for prototype and modeled material GSD curve, Breakage Factor – Based on pre and post-tests grain size distribution curves		1	1
F	Investigation on Soil/clay from Borrow Area		No. of Sample per quarry site (A)	No .of quarry site (B)
1	Mechanical Analysis and Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index), Shrinkage Limit, Swelling Index; Soil classification	IS 2720 Part 4 to 7	1	2
2	Standard Proctor Compaction Tests	IS 2720 Part 7 & 8	1	2
3	Specific gravity	IS 2720 Part 3	1	2
4	Triaxial Tests (Consolidated Undrained) with Pore water Pressure measurement	IS 2720 Part 12	1	2
5	One Dimensional Consolidation Test	IS 2720 Part 15	1	2
6	Lab Permeability Tests	IS 2720 Part 17	1	2

7	Soil Dispersivity Identification Tests with Crumb, SCS Double Hydrometer, Pin Hole, Pore water Extract Analysis etc.)	ASTM D6572, D4221, D4647, D4542	1	2
8	Chemical Analysis of Soil (PH, Total Soluble Salts, Calcium carbonate, Water Soluble Sulphate, Water Soluble Chloride, Organic matter etc	IS 2720 Part 21 to 27	1	2
NB:				
<p>1. Number of specimen per sample (for average value) for each test should be as per specification of relevant IS codes or standard practise as per NABL and as accepted by CSMRS (if not specified by IS code) for reliable values of parameters.</p> <p>2. The rates for each test should be inclusive of mobilisation and sample collection charges (if any)</p> <p>3. The rates quoted here will be exclusive of the GST. The GST would be paid as per prevalent rate and on submission of proof payment of the same.</p>				

The above investigations shall be carried out on collected samples as per relevant BIS codes and prescribed test procedure from nodal agencies.

4.1 LABORATORY INVESTIGATIONS OF ROCK OF DRILL CORES SAMPLE

Investigations of the drill core rock samples, evaluated according to ISRM Suggested Methods (The Blue Book, 2007), and includes the recommendations in respect of the investigated properties and parameters.

- Identification and Water Related Properties
- Density [Grain, Bulk (dry/ saturated)], Water Content, Apparent Porosity.
- Slake Durability Index
- Uniaxial Compressive Strength and Deformability Characteristics
- Shear Strength Parameters (in triaxial compression)
- Indirect Tensile Strength (Brazilian)
- Point Load Strength Index (diametral and axial)

All the tests for assessment of strength under various stress states, i.e., indirect tensile strength, uniaxial compressive strength, triaxial compression (shear strength parameters), and point load strength index has to be performed for saturated samples, because in a water resources project, sooner rather than later, the rock mass is likely to be saturated and the strength of the rock decreases on saturation.

4.2 COARSE AND FINE AGGREGATE

A number of sandstone/quartzite rocks are present in and around the project. Fresh rocks can be used as coarse aggregate of concrete. However, determination of engineering properties as per relevant IS code and quantity assessment will be undertaken to know their suitability for wearing and non-wearing surfaces.

Moreover, RBM (Natural sand samples) is proposed to be used for construction activities and hence various physical and chemical tests as per IS: 2386-1963 are required to assess their suitability for use as fine aggregates.

4.3 WATER

IS 456:2000 standards lays certain parameters for which quality of water must be tested. In the same lines, water from various nearby sources needs to be collected to assess the suitability for its use.

4.4 ROCKFILL MATERIAL

Lower Dam of Balimela PSP is proposed as rock fill dam. Hence, tests on representative sample are to be undertaken to find its suitability. It consists of 2 stage.

1. Field Investigations

- Evaluation of Prototype Gradation Curve
- Evaluation of Modeled Gradation Curves

2. Laboratory Investigation

The laboratory tests/investigations to be conducted as per relevant IS code on modeled rockfill material received from the Project site are detailed in Scope of works (table given above). The tests should be such as to cover the requirements of rockfill dam as per IS 8826:1978.

4.5 IMPERVIOUS CORE

It includes carrying out collection of the representative soil samples from the identified potential borrow areas and conducting various laboratory tests on the representative soil samples collected to ascertain the suitability of the borrow area materials to be used in the construction of the core of rockfill dam. Classification of the soil samples are to be done as per IS: 1498.

5. PREPARATION OF REPORT

The report should include the details of procedures of each test with reference to relevant IS code, test results, discussion and inference from the test result along with photographs of sample and test equipment's. The report should be as per the standard format of NABL.

6. WORK PLAN

The Contractor shall submit to the WAPCOS's appointed representative, their work plan which shall be approved before the commencement of the work along with the time lines and the targets of the different works. The Contractor shall provide and keep an updated work plan giving details on how the various parts of the work are planned, together with a detailed time schedule.

7. SAMPLE STORAGE

During and after the test, samples should be preserved (if applicable) for future reference until final DPR is approved from appraisal agencies. It is contactor's duty to preserve the samples as per the standard procedure.

8. TEST RECORDS AND LOGS

The data generated from these investigations shall be documented with proper test logs/tables and adequate number of photographs should be maintained to each test for reference and same should be included in report.

9. Time Schedule

The works shall be completed in 01 (One) Months in all respect, from the date of commencement.

SECTION- VIII

FINANCIAL BID

BILL OF QUANTITIES (BOQ)

Balimela Pumped Storage Project (2x250 MW), Malkangiri, Odisha BoQ for Material testing						
S. No.	Laboratory Tests on representative samples	BIS Code Ref.			Rate per sample	Cost
A	Rock Mechanics Samples		No. of Samples per rock type (A)	Rock Type (B)	Rate per sample (C)	=Ax BxC
1	Water content, Pososity, Density and related properties of rock material	IS 13030	1	2		₹ 0
2	Hardness	IS 12608	1	2		₹ 0
3	Slake Durability Index	IS 10050	1	2		₹ 0
4	Dynamic Modulus (P-wave & S-wave velocity)	IS 10782	1	2		₹ 0
5	Point load index (diametral and axial)	IS 8764	1	2		₹ 0
6	Strength and Deformability in Uniaxial Condition	IS 9221	1	2		₹ 0
7	Indirect Tensile Strength (Brazilian)	IS 10082	1	2		₹ 0
8	Tri-Axial Shear Test for Shear Strength Parameters	IS 13047	1	2		₹ 0
	Sub-Total A					₹ 0
B	Coarse Aggregate		No. of Sample per quarry site (A)	No. of quarry site (B)	Rate per sample (C)	=Ax BxC
1	Specific gravity	IS 2430:1986	1	2		₹ 0
2	Water absorption		1	2		₹ 0
3	Aggregate Impact value		1	2		₹ 0
4	Aggregate Crushing value		1	2		₹ 0
5	Aggregate Abrasion value (Los Angeles)		1	2		₹ 0
6	Soundess loss		1	2		₹ 0
7	Petrographic Test		1	2		₹ 0
8	Potential Alkali Silica reactivity test (Mortar Bar Method as per ASTM C 1260)/ Alkali Carbonate test		1	2		₹ 0
	Sub-Total B					₹ 0

C	Fine Aggregate		No. of Sample per quarry site (A)	No. of quarry site (B)	Rate per sample (C)	=Ax BxC
1	Specific gravity	IS 2430 - 1986	1	2		₹ 0
2	Fineness Modulus and zoning		1	2		₹ 0
3	Material finer than 75μ		1	2		₹ 0
4	Organic impurities		1	2		₹ 0
5	Mica content		1	2		₹ 0
6	Soundess bar		1	2		₹ 0
7	Petrographic Test		1	2		₹ 0
8	Potential Alkali Silica reactivity test (Mortar Bar Method as per ASTM C 1260)/ Alkali Carbonate test		1	2		₹ 0
					Sub-Total C	₹ 0
D	Water		No of samples per possible location(A)	No of location for water source(B)	Rate per sample(C)	=Ax BxC
1	Acidity Alkalinity Organic Solids Inorganic Solid Sulphates (as SO ₃) Chloride (as Cl) Suspended Matter pH value	IS 456	1	2		₹ 0
					Sub-Total D	₹ 0
E	Rockfill Material		No. of Sample per quarry site (A)	No. of quarry site (B)	Rate per sample (C)	=Ax BxC
1	Large Size Triaxial Shear Test (Rockfill Material) for Stress-strain volume change behaviour and evaluate the shear strength parameters i.e. angle of shearing resistance, Φ and cohesion, c required for designing the cofferdams		1	1		₹ 0
2	Specific gravity and relative density Test		1	1		₹ 0
3	Deformability and permeability		1	1		₹ 0
4	Field GSD (grain size distribution) test for prototype and modeled material GSD curve, Breakage Factor – Based on pre and post-tests grain size distribution curves		1	1		₹ 0

					Sub-Total E	₹ 0
F	Soil Investigation from Borrow Area		No. of Sample per borrow area site (A)	No .of borrow site (B)	Rate per sample (C)	=AxBxC
1	Mechanical Analysis and Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index), Shrinkage Limit, Swelling Index; Soil classification	IS 2720 Part 4 to 7	1	2		₹ 0
2	Standard Proctor Compaction Tests	IS 2720 Part 7 & 8	1	2		₹ 0
3	Specific gravity	IS 2720 Part 3	1	2		₹ 0
4	Triaxial Tests (Consolidated Undrained) with Pore water Pressure measurement	IS 2720 Part 12	1	2		₹ 0
5	One Dimensional Consolidation Test	IS 2720 Part 15	1	2		₹ 0
6	Lab Premeability Tests	IS 2720 Part 17	1	2		₹ 0
7	Soil Dispersivity Identification Tests with Crumb, SCS Double Hydrometer, Pin Hole, Pore water Extract Analysis etc.)	ASTM D6572, D4221, D4647, D4542	1	2		₹ 0
8	Chemical Analysis of Soil (PH, Total Soluble Salts, Calcium carbonate, Water Soluble Sulphate, Water Soluble Chloride, total solid etc	IS 2720 Part 21 to 27	1	2		₹ 0
					Sub-Total F	₹ 0
					Total (A to F)	₹ 0

NB:

1. Number of specimen per sample (for average value) for each test should be as per specification of relevant IS codes or standard practise as per NABL and as accepted by CSMRS (if not specified by IS code) for reliable values of parameters.
2. The rates for each test should be inclusive of mobilisation and sample collection charges (if any).
3. The rates quoted here will be exclusive of the GST. The GST would be paid as per prevalent rate and on submission of proof payment of the same.

- The rate shall be inclusive of all allied works as mentioned in Terms of Reference. The rate quoted should be exclusive of GST.

(Total Rupeesonly)

Date:

Place:

Signature(s) of Bidder (s)
Name & designation

Important Note for submission of online tender:

- 1) Do not fill above financial table at the time of submission of technical bid.**
- 2) The above financial proposal is to be filled by bidder in the excel file attached in online portal. After that, same filled excel file, will be uploaded by bidder at the submission of Price Bid.**

The Bill of quantity of tender is attached in Microsoft Excel format, bidder shall fill the rates and corresponding amounts only in soft format. The bidder will upload same filled soft Microsoft Excel copy during uploading of financial bid.