



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

**TENDER DOCUMENT FOR**

**GEOLOGICAL INVESTIGATION (EXPLORATORY CORE DRILLING) AT  
PROPOSED QUARRY SITE OF TEESTA INTERMEDIATE H.E. PROJECT  
(90 MW), DIST. - KALIMPONG, WEST BENGAL**

**Tender No: WAP/H&PS(KOL)/TEESTA INT /QUARRY  
DRILLING/2026-27/31**

**Date: 08/05/2026**

**Office of:  
Project Manager  
WAPCOS Limited  
Turga Project Office  
Flat no. : A-3, 4th Floor, Block - A  
The Signature Building, Noapara, Rajarhat  
Kolkata - 700157**

**Telephone: 033-25195013, Email: [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in)**

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# **NOTICE INVITING TENDER (NIT)**



**NOTICE INVITING TENDER (NIT)****NIT No. WAP/H&PS(KOL)/TEESTA INT/QUARRY DRILLING/2026-27/31****Dated: 08/05/2026**

In continuation to the **NIT No.: WAPCOS/AI/GEOTECH/EMPANEL/2025 Date: 02-12-2025, “Online Limited Electronic Tender”** on “**Limited tender Mode**” are hereby invited by the Project Manager on behalf of WAPCOS Limited, Turga Project Office, Kolkata Office, Flat no. : A-3, 4th Floor, Block – A, The Signature Building, Noapara, Rajarhat, Kolkata - 700157, E-mail: [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in) from the empaneled agencies for the below mentioned work.

1.	Name of Work	:	Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal.
2.	Site / Location	:	The project is located near the Kirney Village in Kalimpong district of West Bengal.  The core drilling is proposed for the quarry site nearby the project area.
3.	Website for viewing tender	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> and <a href="https://gem.gov.in/">https://gem.gov.in/</a>
4.	Website for Registration/ Procurement/uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
5.	Estimated Cost of Work	:	Rs. 33,92,500/- (Rupees Thirty Three Lakh Ninety Two Thousand Five Hundred only) (The estimated cost is for complete scope of work including all taxes and GST)
6.	Cost of Tender Document	:	Nil
7.	Bid Security/ EMD	:	Rs. 68,000/- (Rupees Sixty Eight Thousand only) in the form of Demand Draft in favour of “WAPCOS Limited” payable at Kolkata issued by a Scheduled/Nationalized bank.
8.	Project Completion Period	:	3 (Three) months from the date of commencement
9.	Validity of Bid/Tender	:	90 Days
10.	Date & time for availability/downloading of the document from site <a href="https://gem.gov.in/">https://gem.gov.in/</a>	:	From 09/05/2026; 18:00 Hrs

11.	Last Date & time for receipt of any clarification of the bid document from the bidders	:	16/05/2026; 18:00 Hrs
12.	Offline Submission of Bid Security EMD as detail in Tender	:	Upto 25/05/2026; 18:00 Hrs at the following office  <b>Project Manager WAPCOS Limited Turga Project Office, Flat no. : A-3, 4th Floor, Block – A, The Signature Building, Noapara, Rajarhat, Kolkata – 700157</b>  <i>“IF REQUIRED DOCUMENTS AS OUTLINED IN THE TENDER DOCUMENT IS NOT SUBMITTED PHYSICALLY WITHIN THE STIPULATED TIME, IT WILL NOT BE CONSIDERED FOR EVALUATION”</i>
13.	Last date & time for online submission of bid on GeM portal	:	25/05/2026; 18:00 Hrs
14.	Online opening of Bid	:	25/05/2026; 18:30 Hrs onwards
15.	WAPCOS Communication address during Tendering and execution of works	:	Project Manager WAPCOS Limited Turga Project Office Flat no. : A-3, 4th Floor, Block - A The Signature Building, Noapara, Rajarhat Kolkata – 700157 Email: <a href="mailto:turgakolkata@wapcos.co.in">turgakolkata@wapcos.co.in</a> Contact No. 033-25195013
<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><b>Exemption in EMD:</b> The companies who are registered as Micro or small enterprises with Ministry of Micro, Small &amp; Medium Enterprises or have the NSIC Certificate under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (<b>amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work</b>) 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, Kolkata 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 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.
- 1.2 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.
- 1.3 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.4 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.
- 1.5 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.
- 1.6 Any additional information, if not covered in the Bid documents, can be obtained from the office of the **Addl. Chief Engineer (Civil) & Project Manager, WAPCOS Limited, Turga Project Office, Flat no. : A-3, 4th Floor, Block - A, The Signature Building, Noapara, Rajarhat, Kolkata - 700157**, during office hours on telephone No.033-25195013.
- 1.7 The bid received through Fax or E-mail shall not be accepted.

- 1.8 Only those bidders who already empanelled by WAPCOS, vide **NIT No.: WAPCOS/AI/GEOTECH/EMPANEL/2025 Date: 02-12-2025**, will be considered for evaluation
- 1.9 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.
- 1.10 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.
- 1.11 The bidders are advised to undertake the site visit of the proposed works, at their own cost, responsibility, and risk to familiarize themselves with the site conditions, climate, approach roads, river crossing arrangements, and availability of water, power, local labour, and construction materials, etc, at the site and obtain all necessary information that are required for preparing the bids and entering into a contract for execution of the works. Bidders may contact the Engineer- in-charge of works for any guidance relating to the site visit. Further, no IDLE charges for delay in obtaining permission from state/central agencies to undertake drilling works at the site shall be paid to the bidder during the execution of the works.
- 1.12 Protection measures while working shall be taken as per the instructions of forest department and shall abide by the rules.

**For and on behalf of WAPCOS Limited**

**(Sd/-)**  
**Project Manager**  
**WAPCOS Limited**

## **SECTION– I**

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# **INSTRUCTIONS TO BIDDER**

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## SECTION- I INSTRUCTIONS TO BIDDER

### 1. INTRODUCTION :

In continuation to the **NIT No.: WAPCOS/AI/GEOTECH/EMPANEL/2025 Date: 02-12-2025**, WAPCOS Limited (A Govt. of India Undertaking) invites “**Online Limited Electronic Tender**” on “**Limited Tender Mode**” from the empanelled agencies meeting the prescribed qualifying criteria as mentioned in for “**Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal.**”

### 2. SUPPORTING DOCUMENTS FOR BID:

The intending bidders must read the terms & conditions of tender documents carefully.

The 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				
Sl. No.	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 of the amount as mentioned in NIT along with declaration for EMD Submission or Exemption (if applicable) as per <b>Form-1</b> on bidder's original letter Head along with self-attested original valid documents.			
c)	Letter of Transmittal for Bid in prescribed format on bidder's original letter Head ( <b>Form-2</b> ).			
d)	Letter of understanding the project site on bidder's Letter Head ( <b>Form-A</b> ).			
e)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head ( <b>Form-B</b> ).			
f)	Consent Letter to execute the Integrity Pact ( <b>Form-C</b> ).			
g)	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. SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON E-TENDERING THROUGH GEM PORTAL

#### 3.1 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	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2.	Seller/Service Provider Registration Using PAN/ Aadhaar	<p><b>Using PAN</b>  <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a></p> <p><b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a></p>
3.	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4.	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5.	Overview of Dashboard - Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6.	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>
7.	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf</a>
8.	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>
9.	Bill Quantities of	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf</a>

[BoQ] - Seller

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

<https://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>

#### **3.1.1 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 organisational 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.

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

**Note:** The figures mentioned i.r.to deposition of Caution Money as per the Sellers turnover may be re-verified at the time of registration at GeM portal and it is subject to change from time to time by the GeM authority.

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.**

**Note:** The figures mentioned i.r.to assessment fee may be re-verified at GeM portal and it is subject to change from time to time by the GeM authority.

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.

### 3.1.2 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.

### 4. 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.

### 5. 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 and Bid Security Declaration as per the instructions specified in the tender document. For bidders submitting an EMD, the original EMD and the original Bid Security Declaration must 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 instruments, 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. *(Note: Bidders claiming exemption under MSME/NSIC are completely exempted from submitting any hard copies; they are only required to upload the soft copies of their valid self-attested MSME/NSIC certificate, the Bid Security Declaration and other supporting documents as per tender document online).*

4) Bidders are requested to note that they should necessarily submit their 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.

## 6. 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](mailto:helpdesk-gem@gov.in)

**Toll Free Numbers:** 1800 419 3436/1800 102 3436

## 7. BID SUBMISSION

The entire bid-submission would be online process and single Stage

## 8. OFFLINE SUBMISSIONS OF MANDATORY DOCUMENTS (EMD)

The Bidder shall submit following Document offline.

1. Originals of Bid Security Declaration (Form-1) and EMD as per tender guidelines in a sealed envelope clearly labeled as “EMD” for the work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope. *(Note: Bidders eligible for EMD exemption under MSME/NSIC are exempted from this offline submission. They do not need to submit any hard copy and are only required to upload their valid MSME/NSIC certificate and Bid Security Declaration online).*

**NOTE: The envelope 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.

## 9. CONTENTS OF FINANCIAL BID

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.

## 10. 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, Bids not accompanied with the EMD (or valid MSME/NSIC certificate) and the Bid Security Declaration in acceptable format (including hard copies where applicable), 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.

## **11. 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 **Kolkata**.

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 into 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 shall be considered as the permissible period of commencement of work.
- 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.

## **12. 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.

### 13. 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.

### 14. 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.

### 15. AWARD CRITERIA

After closing of 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.

### 16. 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/-)**

## **SECTION– II**

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# **GENERAL CONDITIONS OF CONTRACT**

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## 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 unprecedented 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 “**Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal**” including mobilization of all equipment & technical as well as non technical manpower and all incidental items whether of a temporary or permanent nature for successful completion of the work. For detailed scope of work, please refer to the “Terms of Reference/Technical Specifications”.

**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 loading, transportation, unloading and stacking of items required for the Survey Work.

**4.0 Period of validity of Bids:**

The validity of the tender shall be for a period of 90 (Ninety) 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 or 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 12 (twelve) 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 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.

**7.0 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.

**8.0 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

**9.0 Defect Liability Period:**

The term 'Defect Liability Period' shall mean the period of two 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 the material 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.

**10.0 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.

#### **11.0 Terms of Payment:**

The Contractor acknowledges that under the present Contract, **WAPCOS Limited** is only working as intermediary between **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**, 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 **West Bengal State Electricity Distribution Company Limited (WBSEDCL)** 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 **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**, 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, log sheets, fair registers, photo logs, permeability results for the submitted portion of bill etc., However, Retention money shall be deducted from each bill and at each stage @ 5% 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.

**12.0 Change of Quantity:**

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to  $\pm 25\%$  (plus or minus twenty five percent) of the mentioned quantity in the bid document. Payment shall be made as per execution.

**13.0 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.

**14.0 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.

The Contractor shall arrange to submit identity proof of his workmen deputed at site to local police station for their information. Any changes in the deployment of manpower should be intimated time to time to the local police station.

**15.0 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  $\pm 25\%$  (plus or minus twenty five percent) of the quantity mentioned in bid document. Payment shall be made as per actual execution.

**16.0 Sub-letting of Contract:**

The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WAPCOS Limited of any of his liabilities and obligations under the contract.

## 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 Foreclosure of Contract Due To Abandonment or Reduction In Scope of Work**

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### **20.0 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 of 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.

### **21.0 Dispute Resolution Framework**

#### **21.1 GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES - CLAUSE 1**

**21.1.1 Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external

rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

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

**21.1.3. Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in **Clause 21.2.3 below**.

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

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

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

- Notice of Dispute: Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.
- Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.
- EIC's Decision: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.
- Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

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

- Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.
- Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.
- Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

### 21.2.3. MANDATORY PRE-LITIGATION MEDIATION

21.2.3.1. **Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

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

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

### 21.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

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

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

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

### 21.4 GENERAL PROVISIONS

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

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

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

## 22 Completion of Work:

Completion of work means completion of the Geotechnical Investigations (core drilling) 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. **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**.

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 Investigation and Survey Report by the owner of the project i.e. **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**.

## 23 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 Insurance

### 24.1 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.

## **24.2 Policy in Joint Names of Agency/Contractor and Employer**

The policy referred to under **sub-clause 24.1** 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.

## **24.3 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 policies 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 25(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.

## **25 ADDITIONAL CLAUSE**

### **25.1 PREFERENCE TO MAKE IN INDIA**

- The provision of revised 'Public Procurement (Preference to Make in India) Order 2017 Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.- P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.
- Verification of Local Content
  - i. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self – certification that the item offered meets the local content requirement of the Tender. They shall also give details of the location(s) at with the local value addition is made.
  - ii. In cases of procurement for a value in excess of Rs.10 crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company ( in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**25.2 RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017**

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- “Bidder “(including the term ‘Tenderer’, ‘Consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  - The beneficial owner for the purpose of 1.4.2 (iii) above will be as under:
    - i. In case of a company or limited Liability Partnership, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

**Explanation-**

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent. Of shares or capital or profits of the company;

- a) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone of together, or through one or more juridical capital or profit of such association or body of individuals;
- iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- v. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
  - The successful bidder shall not be allowed to sub-contract works to any contractor from country which shares a land border with India unless such contractor is registered with the Competent Authority.

## **SECTION– III**

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# **SPECIAL CONDITIONS OF CONTRACT**

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**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**

Project Manager  
WAPCOS Limited  
Turga Project Office  
Flat no. : A-3, 4th Floor, Block - A  
The Signature Building, Noapara, Rajarhat  
Kolkata – 700157  
Phone no. : 033-25195013

- **Definitions**

- Owner means West Bengal State Electricity Distribution Company Limited (WBSEDCL).
- Site / Location Means as mentioned in NIT
- Engineer-In-Charge means Project Manager, WAPCOS Turga Project Office, Kolkata 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	15 days
Validity of Performance Guarantee	The Performance Guarantee shall be

Return of Performance Guarantee	initially valid up to the stipulated date of completion plus three (3) months claim period Soon after the completion of works and issuance of the completion certificate
Retention Deposit	5% of executed value of work as Retention Deposit
Release of Retention 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  Stipulated time of completion of project	Within 15 days  As mentioned in NIT
Payment	Terms of Payment shall be followed as mentioned in the General Condition of Contract.
Defect Liability Period	Two months from the date of successful completion of each component of the project in all respect

## **SECTION- IV**

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# **ADDITIONAL CONDITIONS OF CONTRACT**

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**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 irrespective of the location of drill holes. The locations of the drill holes are indicative and can change but the quantities if reduced or if any drilling 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. Drilling of holes in all type of soils/rock should be as per the instructions of Engineer- In –Charge before the start of drilling.
5. **The proposed Teesta Intermediate HEP (90MW) scheme is located in the Kalimpong District of the West Bengal. 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. In case of work being stalled due to any reason, WAPCOS Ltd.is not liable to pay any compensation or idle charges to the contractor.
8. The contractor shall make his own arrangements to obtain water supply for drinking and necessary for the works. WAPCOS Ltd shall not supply water. Rates quoted by contractor shall include the cost of arranging water supply at the site of works.
9. 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.

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

#### 11. PRICE

11.1 The rates quoted by the bidder shall be all inclusive for the above scope of work including all charges for equipment, consumables etc, and other statutory levies, insurances, supervision, accommodation, travelling clearing of path for machine movement & all other incidental charges.

11.2 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.

12. 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.

13. 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.

#### 14. SPECIAL CONDITIONS FOR WORKING IN PROJECT AREA

Necessary conditions to be met while conducting Geotechnical investigation for Teesta Intermediate HEP (90MW), Kalimpong district, West Bengal:-

- 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 exclusive permanent road formed for transportation of machinery
- 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.

15. Agency/Contractor is required to deploy resources to complete the drilling work within the schedule time. No Claim will be entertained for idle labour, idle machinery, idle technical/no technical staff, idle T&P etc.
16. The project area lies in forest area. Therefore, proper protection measures should be taken while working in the area and follow strict instruction of state government agencies.
17. The work shall be inspected or supervised by WAPCOS Limited from time to time at site as necessary. The Agency/Contractor shall provide all facilities for such inspection free of cost.
18. 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.
19. 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.
20. 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.
21. During the In-situ Test, i.e., hydrofracture test/Deformability modules/Goodman Jack test, if required, the contractor/agency must provide both the necessary manpower & machinery as required for successful completion of testing as specified by WAPCOS Limited, at no additional cost.
22. The proposed scheme is located within the Forest Area, where the felling of trees is prohibited. The permission obtained from the Forest Department is solely for conducting drilling operations and does not authorize any tree felling during the investigation, including activities such as shifting drill machines, erecting water pipelines, or moving water tankers.
23. The Establishment of Labour camps inside forest area is not permitted. Contractor/Agency has to make its own arrangements and coordinate with local authorities at its own cost.

## **SECTION– V**

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## **ANNEXURES**

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**AGREEMENT**

THIS AGREEMENT IS MADE on this ..... day of ..... 2026 BETWEEN **WAPCOS Limited, A Government of India Undertaking, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana – 122015 & Project Office at : Turga Project Office, Flat no. : A-3, 4th Floor, Block – A, The Signature Building, Noapara, Rajarhat, Kolkata - 700157**, represented by **Kh. Ashique Akbar, Project Manager (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 **“Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal”** vide NIT No. **WAP/H&PS(KOL)/TEESTA INT /QUARY DRILLING/2026-27/31** dated: **08/05/2026** 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 **“Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal”** 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, Turga Project Office, Flat no. : A-3, 4th Floor, Block – A, The Signature Building, Noapara, Rajarhat, Kolkata - 700157.**

Signature of the Employer  
(with the seal of company and address)

Signature of the Agency/Contractor  
(with the seal of company and address)

In the presence of:

Witness

1.

2.

**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 and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this bank guarantee has been given.

Notwithstanding anything contained herein

- 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.

**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 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 this .....Day of .....2026, 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 / firm .....after 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**

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## **FORMS**

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**DECLARATION FOR EMD SUBMISSION**

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions. I hereby enclose a Demand Draft no..... dated .....for .....Rs..... (Rupees.....only) drawn on.....(Bank's Name with Branch Code) in favor of "WAPCOS LIMITED" as **Earnest Money Deposit (EMD)**.

**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 submitting of requisite proof in the form of self-attested valid certification from MSME or NSIC.

Enclosures:

**Seal of bidder**

Signature(s) of Bidder(s).

Date of submission:

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

To,  
WAPCOS Ltd.,  
Turga Project Office,  
Flat no. : A-3, 4th Floor, Block – A,  
The Signature Building, Noapara, Rajarhat,  
Kolkata – 700157  
Email : [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in)  
Phone no. : 033-25195013

**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 C and accompanying statement are true and correct.
2. I/we have furnished all information and have no further pertinent information to supply.

**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**  
Signature(s) of Bidder(s).

Date of submission:

**FORM-A**

**FORMAT FOR UNDERSTANDING THE WORK SITE**

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

To,  
WAPCOS Ltd.,  
Turga Project Office,  
Flat no. : A-3, 4th Floor, Block – A,  
The Signature Building, Noapara, Rajarhat,  
Kolkata – 700157  
Email : [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in)  
Phone no. : 033-25195013

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

Sir,

I/we hereby certify that I/we have examined & 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 to be surveyed.
- Site clearance and no cutting off the matured trees.
- Nature of the ground and accessibility to the site.

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)

Place:

**Name and seal of Bidder**

**FORM-B**

**FORMAT FOR NO DEVIATION CERTIFICATE**  
[To be submitted on Bidder's Original Letter Head]

To,  
WAPCOS Ltd.,  
Turga Project Office,  
Flat no. : A-3, 4th Floor, Block – A,  
The Signature Building, Noapara, Rajarhat,  
Kolkata – 700157  
Email : [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in)  
Phone no. : 033-25195013

**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-C**

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

To,  
WAPCOS Ltd.,  
Turga Project Office,  
Flat no. : A-3, 4th Floor, Block – A,  
The Signature Building, Noapara, Rajarhat,  
Kolkata – 700157  
Email : [turgakolkata@wapcos.co.in](mailto:turgakolkata@wapcos.co.in)  
Phone no. : 033-25195013

**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 (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)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the 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.

#### **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 Pacts 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:

## **SECTION– VII**

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# **TERMS OF REFERENCE/TECHNICAL SPECIFICATION**

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## SECTION – VII

### TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

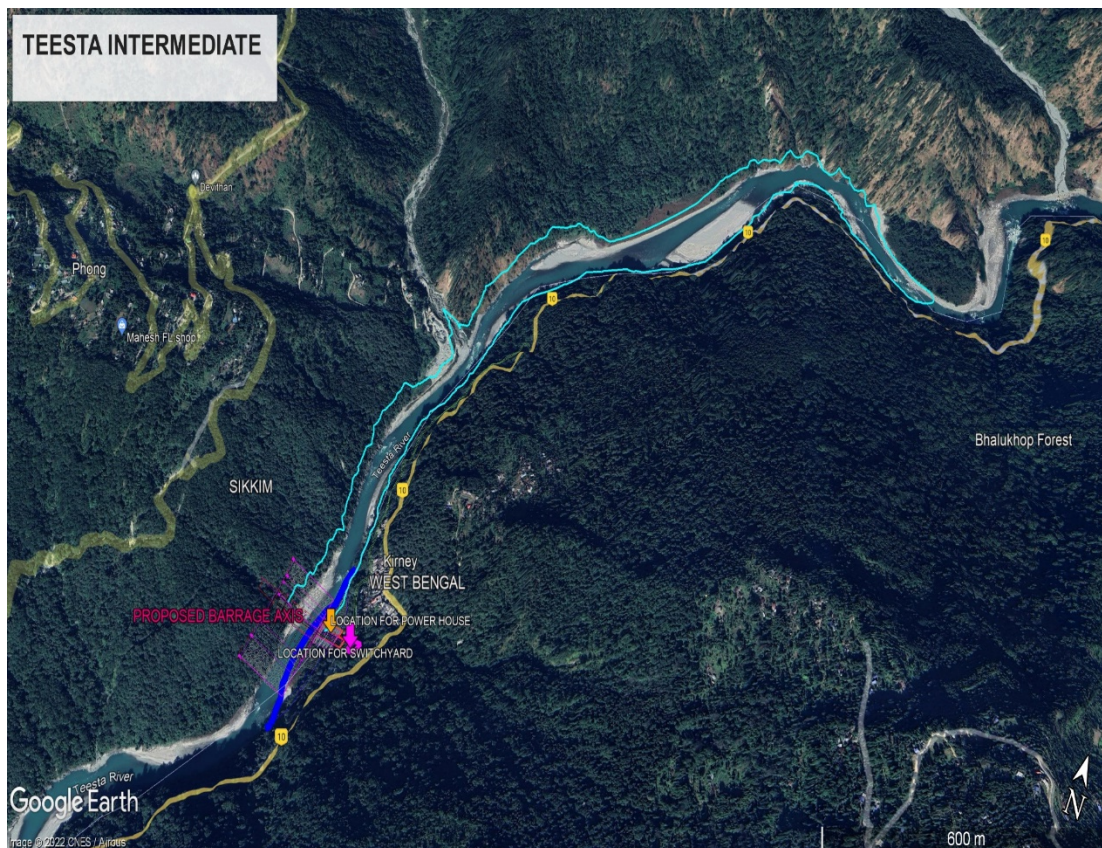
#### 1. BACKGROUND

The proposed Teesta Intermediate HE Project (90 MW) is run –of- river scheme on Teesta River utilize the reach between TWL of Teesta VI and FRL of Teesta Low dam III located near Kirney Village in Kalimpong District, West Bengal.

#### 2. PROJECT LOCATION

The project is located near Kirney village in Kalimpong District of West Bengal. The altitude of the project area varies between 300 m and 215 m. The details of project components are shown in Figure- I& II below.

Figure I:  
Project Location



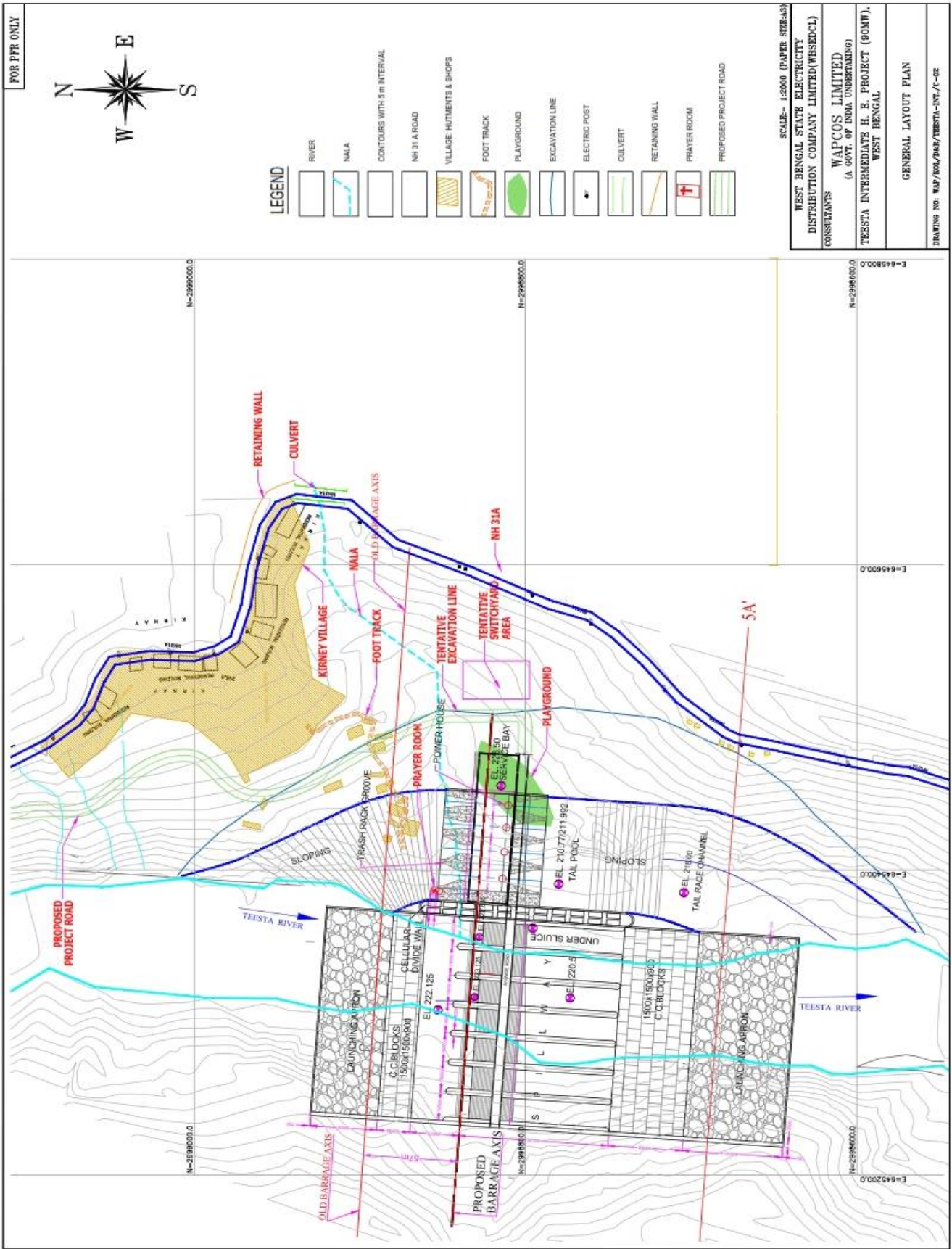


Figure II: Tentative Project Layout

**3. TENTATIVE LOCATION OF BORE HOLE:**

Tentative location of Bore holes with the UTM Co-ordinate is as below:

Sl. No.	Proposed Drill Hole	Northing (m)	Easting (m)	Elevation (m)	Tentative Depth (m)
1	QR-1	3005520	652082	340	75
2	QR-2	3004980	651615	340	75
3	QR-3	3006240	651766	400	100

The location map of the proposed Boreholes are as below:



**Figure III: Proposed Bore Hole Location**

#### 4. ACCESS TO PROJECT SITE:

The proposed site can be approached by Road, Rail and Airways The details are given below:

SL. No.	Medium of Transport	Details
1	By Air	The Nearest Airport is Bagdogra which is about 71 km from the project site.
2	By Rail	The nearest rail head is New Jalpaiguri Junction which is about 65 km from the project site
3	By Road	The project can be accessed from Siliguri in the district of Kalimpong, West Bengal. It is situated at about 60 km from Siliguri town through NH10. However, the bidder shall satisfy themselves about the site conditions and access to the site.

#### 5. OBJECTIVE OF INVESTIGATION

Geological investigations proposed to be conducted at some locations of Teesta Intermediate HE Project are for study and understand the geological features of this area and its influence on the location of the project components. Machines should be transfer on head load as per the project requirements.

These investigations will help in designing the project components and 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:

- Quantity assessment and bed rock profile of the proposed quarry area.
- Geological settings of the project area and its vicinity;
- Geological conditions related to the project;
- Geotechnical design parameters for the project components;
- Depth to bed rock or thickness of overburden and weathering limits;
- Types of lithological units present in the foundation;
- Characteristics of significant geological and structural features such as bedding/foliation, joints, fissures, folds, faults, shear zones, dykes, cavities and their influence on structural stability of the foundation;
- Depth of water table;
- Slope Stability;

#### 6. SCOPE OF WORK

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

About 03 Nos. Drill Holes are to be explored (Core drilling) in rock including overburden using hydraulic feed rotary drill and double/triple tube core barrel with

Diamond Core bit including collection of core samples, maintaining continuous record of core recovery / RQD, keeping the cores in steel core boxes, transporting to laboratory, providing cap on top on completion of the same, all complete as per the BIS specification (IS 4464-2000) and instructions of the Engineer- in Charge.

The above investigations shall be carried out in all drill holes as indicated in the details of investigations envisaged in each hole as detailed in subsequent sections.

As the project location is remote sufficient quantity of drilling bits/accessories/core boxes etc., shall be planned and transported to project site.

Contractor shall nominate a full time coordinator for single point interaction with WAPCOS, at site till the completion of the contract. The coordinator will submit daily and weekly report to our Project Manager in specified format with intimation to Addl. Chief Engineer (Civil) & Project Manager. Contractor should also depute a competent person (Site Incharge & Geologist) at site to oversee, execute the progress of investigation and proper coordination with our geologist. Contractor is responsible to prepare all the core log sheets, photo logs and all other reports required for submission of investigation reports. **During RA bill submission, the contractor shall enclose the driller register, photo-logs and geological logs to verify the bill and all complete details as per the BIS specification (IS 4464-2020)**

***Site specific challenges shall be addressed properly and taken into consideration during submission of the Financial Bids.***

### **Sub-surface investigations:**

Subsurface investigations shall be carried out to gain geological and geotechnical information below the natural ground level and river bed levels in the designated project areas. These investigations shall be conducted using surface invasive techniques, principal among which are the following:

- Rotary core drilling
- In-situ Permeability testing

## **6.1 ROTATORY CORE DRILLING**

The test procedures shall be carried out in accordance with the specified international standard (e.g., ASTM Standard, British Standard and International Society of Rock Mechanics (ISRM) Suggested Methods, Indian Standards). The proposed alternative standard from Consultant shall be formally submitted to the Client for approval. The full testing and reporting procedure (including forms) shall be included in the submission.

Approximate size of casing outer diameter/inner diameter for various sizes is as under given in Table 1:

<b>Type of Casing</b>	<b>Casing Tube OD/ID (mm)</b>
P	139.7/127
H	114.3/101.6
N	89.1/76.4
B	73.2/60.5

While driving through overburden, initially higher size (diameter) such as “P” series casing with required shoes is used followed by “H” series casing. Generally rock drilling is started in “P” series and best cores obtained are also of “N” series. However, in case of very deep holes, “B” & “A” series accessories have to be used. Skill of drilling crew is also of paramount importance and as per circumstances with respect to depth and formation such as kind of overburden or kind of rock etc. the use of proper (surface set or impregnated) bits, correct speed of rotation, bit pressure and feed pump pressure and discharge are to be regulated to obtain optimum output.

## **6.2 WORK PLAN**

The Contractor shall submit the work plan to the WAPCOS’s appointed representative for approval 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.

## **6.3 CORE DRILLING**

Rotary core drilling in soils /overburden shall be done with at least a core diameter of  $D > 80$  mm. Triple and Double tube core barrels can be used , however triple tube core barrels shall be used to obtain the best possible core recovery. Drilling in solid rock may be carried out with a core diameter of  $D > 56$  mm using Triple/double tube core barrels. The Contractor shall carefully review the time required for moving the rigs between boreholes, in-situ testing in boreholes, make allowances for equipment maintenance, breakdowns, spare parts and any other factors that could delay progress and agree with the Client for the number and type of rigs to be mobilized to achieve the time schedule.

Unless otherwise instructed all casing shall be removed on completion of the borehole. All completed boreholes shall be capped with concrete monument cast into the ground. The boreholes with standpipes shall have a lockable cap to allow access to the standpipe. The borehole number will be marked on the concrete.

During drilling any loss of water, change in water colour, rate of drilling and sudden drop of the core barrel needs to be accurately noted and recorded in the log for better understanding of the sub-surface conditions.

A drilling methodology has been suggested which shall be followed to achieve optimum core recovery.

## **6.4 WATER USE**

The Contractor shall not advance the drilling in a soil or overburden by adding water except in the case of dry granular soils. For conditions where the addition of water is permitted, the Contractor shall use the minimum amount of water necessary for advancing the drilling. Where borings reveal soft alluvial soils or where sub-artesian groundwater loosens granular soils, the Contractor may be required to add and maintain a head of water during drilling, sampling, and testing in order to avoid disturbance caused by the removal of the overburden.

The water used for drilling and testing shall be free from suspended clay and other deleterious materials. Settling tanks shall be provided to improve the natural water quality if required by the Water tightness of the bed rock is determined by conducting water pressure tests and assessment of where and how much leakage could occur. These tests are usually conducted at pressures equal or slightly more to the head expected to be encountered.

The equipment for pressure testing consists of a pump capable of delivering the specified maximum pressure, a water meter to measure in liters, hoses and valves to permit the measured water flow to be directed in the hole or bypassed and to permit retaining the water in the hole under specified pressure, an accurate pressure gauge of adequate capacity, two approved packers for isolating any specified section of the hole and an adequate supply of clean water. The ground water tables shall be recorded daily.

## **6.5 CORE RECOVERY**

During Exploratory core drilling maximum core recovery shall be attempted. Presence of weak and weathered seams, faults, shear zones, clay layers etc. is obtained. Rotary core drilling shall produce circular cores of specified diameter throughout the core length. The type of drill bit, drilling rates and management of the drill shall be in a way that 100% core recovery can be obtained in any drill run, where the condition of the soil/rock permits.

Core recovery less than 90% in any drill run will not generally be acceptable for payment, unless this is satisfied that 90% recovery is impracticable under the prevailing conditions. If in the opinion of the, 90% recovery can be achieved, the Contractor, after consultation with the engineer, shall take measures to improve the core recovery. These measures shall be at the Contractor's expense, unless it is demonstrated to the Engineer's satisfaction that the core recovery cannot be improved. When any recovery is less than 90% for full length of core run longer than 1m, then the next run should be reduced to 1m or less.

## **6.6 LENGTH OF CORE RUN**

The first core run in each hole shall not exceed 1 m. in length. Subsequent drill runs shall not normally exceed 3 m in length and the core barrel shall be removed from the drill hole as often as is required to obtain the best possible core recovery.

In the highly weathered zone, dry drilling shall be carried out with the core length not exceeding 50cm.

## 6.7 CORE EXTRACTION

The core shall be carefully extracted from the core barrel using a method that does not damage the core. Hammering or banging the core barrel on the ground shall not be permitted. The core will be placed in core boxes immediately after extraction in the correct sequence. Soil, weathered rock, highly fractured rock and sludge will be extracted into half round PVC pipe and sealed in plastic sleeves or cling wrap to permit handling and preserve moisture.

The core losses shall be marked in the correct position (not at the end of the run) with a red block of the same length as the core loss. The block shall be marked "core loss" and the core loss depth interval given. Where samples are taken from the core box they will be replaced with a yellow block of the same length as the sample. The block shall be marked "sample" and the sample depth interval given. All block markings should be legible on the core photographs. Unpainted blocks shall be used to prevent core moving within partly filled core box. Proper direction of the core run shall be marked on the core box divider walls.

## 6.8 CORE BOXES AND STORAGE

The core boxes shall be of robust construction with a lockable lid (to prevent core disturbance/loss during transportation) and partitions spaced to suit the different core sizes. Handles shall be provided on both long sides to assist transportation of the boxes.

The inside of the lid of the box shall be clearly and indelibly marked with the project name, location, borehole number, box number and core depth interval. Core boxes shall be kept off the ground and dry while at the drill site. Full core boxes shall be stored in a weather proof temporary core shed at a secure location close to the site. The core shed shall be provided by the Contractor. An undercover area shall be provided at the temporary core store of sufficient size to allow at least 10 boxes to be laid out at a time. The area shall be adequately lit and waist high working surfaces/ supports shall be provided for logging purposes.

**The WBSEDCL shall identify a long term storage facility for the cores. The Contractor shall deliver the cores from the temporary store to the long term storage facility when instructed by the WBSEDCL.**

Core shall be dampened to highlight the natural colour and fabric of the core. Any wrapped core shall be unwrapped for the photo and rewrapped afterwards.

Strong shadows on the core shall be avoided (flash shall not be used). The markings on the blocks shall be readable on the photographs. The photographs shall be in sharp focus and of true color. The photographs shall be submitted to the WAPCOS for the approval. Any photos that do not satisfy the above requirements shall be re-photographed until satisfactory.

## 6.9 DAILY DRILLING RECORDS AND CORE LOGS

Daily drilling reports shall be prepared by the Contractor and maintained at site in a

proper register. The daily progress report register should be at the disposal of the representative of WBSEDCL on his demand. Since the reports may be partly contractual in nature their draft content shall be subjected to approval by the WBSEDCL. The proposed report form shall be submitted to WBSEDCL for review and comment on its technical content, before approval is given.

It is emphasized that the report should include any information that may be relevant to the interpretation of the geological or ground water conditions and the logging of the core. In addition to the groundwater items noted, the report should record such matters as the depths and reasons for core losses, hole instability, cavities, unusually hard or soft layers, change in the colour of return water, sudden change in the speed of rotation of drilling and any drilling difficulties associated with the geological conditions.

The interpretation and projection of the likely influences of the discontinuity parameters observed in the cores to its neighborhood shall be clearly reflected in the report.

## 6.10 SUGGESTED METHODOLOGY OF DRILLING

More than 90% core recovery in each run is required for realistic interpretation of subsurface geology. IS 4464: 2020 Should be followed while carrying out the Drilling Investigation works and data interpretation/core logging. **Drilling in solid rock may be carried out with a core diameter of  $D > 50$  mm using Triple/double tube core barrels**

The following guidelines are suggested for maximum core recovery:

- a) The preferred hole size is NX.
- b) Type of bits: Diamond
- c) More than 90% core recovery **in each run** should be ensured.
- d) To achieve this, controlling vibration, rotation, water circulation, using good diamond bits, straight drill rods, taking short runs(e.g 30cm or less) etc. should be adopted.
- e) Even triple tube core barrel may be used in soft, closely jointed, fractured rockmass to ensure the suggested core recovery.
- f) Daily progress log sheets of drilling operation should contain the following:
  - a. date & time of every run,
  - b. rate of penetration and tentative drilling pressure
  - c. water loss- nil, partial loss, full loss
  - d. colour of return water
  - e. run length
  - f. recovery %
  - g. gap/fall of drill rods/ penetration of rod without applied pressure
  - h. the collar elevation
  - i. coordinates
  - j. depth of hole
  - k. size of hole
  - l. type of bit used

- m. casing depth & size
- n. Daily water table should also be noted in the log sheet before starting drilling operation and completion of drilling operation.
- g) Preservation of cores
  - a. The cores should be preserved in core box with marking of runs in a very good manner so that the cores should not be disturbed for geological logging after completion of the drill hole and also for verification during construction of the project
  - b. The numbering of cores (size more than 2cm) with arrow towards depth should also be marked on the cores with continuous numbering in all the runs of a drill hole
  - c. Photographs of cores with numbering and runs.
  - d. In case of triple tube, photographs should be taken within the barrel after splitting the barrel as well as in the core box.
- h) Any other important observations.

## **7. DOCUMENTATION**

Upon completion of geological investigation, the data generated from these investigations shall be documented. The subsurface investigations and geological illustrations in the investigation reports shall be sufficiently comprehensive to supply reliable information on all geological conditions that can influence the design, construction and cost of the project. The following maps and test data shall be included in the documentation as applicable. Geological logs of drilling work shall be included in the documentation as applicable.

## **8. TEST REQUIREMENTS**

### **➤ CORE DRILLING**

The location & actual length of the drill holes will be decided by the site Engineer/geologist after considering the site conditions and materials retrieved from the core runs during the drilling of the holes. As such the payments for bore holes shall be as per the actual depth of drilling.

## **9. PROTECTION OF ENVIRONMENT**

While conducting site geological investigations, necessary measures shall be adopted to protect the environment of the project areas and its surroundings. During the investigations, the following protective measures shall be enforced: Access routes to the investigation sites shall be selected with care to minimize damage to the environment.

Operation of investigation equipment shall be controlled at all times, and the extent of damaged areas shall be held to the minimum consistent with the requirements for obtaining adequate data. The site camps /dwellings shall have proper waste disposal arrangement. After the investigations are completed, areas disturbed by the investigation shall be restored to its natural appearances.

## **10. Time Schedule**

The works shall be completed in **03 (Three) Months** in all respect, from the date of commencement.

## **SECTION– VIII**

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### **FINANCIAL BID**

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**BILL OF QUANTITIES (BOQ)**

<b>Geological Investigation (Exploratory Core Drilling) at proposed quarry site of Teesta Intermediate H.E. Project (90 MW), Dist. – Kalimpong, West Bengal.</b>					
<b>Sl. No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Amount ( Rs.)</b>
1	NX Core drilling in rock including overburden using hydraulic feed rotary drill and double/triple tube core barrel ( <b>core diameter of D&gt;50 mm</b> ) with DIAMOND CORE bit including collection of core samples, maintaining continuous record of core recovery / RQD, penetration rate (mm/min), keeping the cores in steel core boxes, transporting to laboratory, providing cap on top on completion of the same, all complete as per the BIS specification and instructions of the Engineer- in Charge				
a	Upto 50m	m	30		
b	50-100m	m	200		
c	100-150m	m	20		
2	<b>Total without GST</b>	m	<b>250</b>		
3	<b>GST @18% on 2 (as per applicable rates) (in Rs.)</b>				
4	<b>Total including GST (2+3) (in Rs.)</b>				

- The rate shall be inclusive of all allied works as mentioned in Terms of Reference. The rate quoted should be exclusive of GST.
- Quantity mentioned above is tentative in nature and payment shall be made on the actual executed quantity.

(Total Rupees .....only)

Date:  
Place:

**Signature(s) of Bidder (s)**

**Name & designation**

**Important Note for submission of online tender:**

- 1) **The filled BoQ must be uploaded by the bidder in the "Financial Breakup / Financial Document" section only on the GeM portal during bid submission.**
- 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. Only cyan Coloured cells are to be filled by the bidders.**
- 3) **Bidders will also have to fill the total bid amount on e-gem portal apart from this excel BoQ. The consolidated amount (as obtained in "Sl. no. 4. Total (including GST)") to be filled in the E-Gem portal should be INCLUSIVE of GST .**

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 the financial bid.