



# **WAPCOS**

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

**Plot No: 76-C, Institutional Area, Sector-18,  
Gurugram-122015, Haryana**

**Empanelment of agencies for conducting  
Geotechnical (Subsurface) and Geological  
Investigation for various Projects across India**

**NIT No.:**

**WAPCOS/AI/GEOTECH/EMPANEL/2025**

**Date: 02-12-2025**

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

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

**Date: 02.12.2025**

### **Notice No: WAPCOS/AI/GEOTECH/EMPANEL/2025**

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

1.	Name of Work / Project	:	<b>Empanelment of agencies for conducting Geotechnical (Subsurface) and Geological Investigation for various Projects across India</b>
2.	Site / Location	:	All India
3.	Website for viewing tender	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> & <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
5.	Estimated Cost (Details given in scope of work): -	:	NA
6.	Cost of Tender Document	:	-
7.	Earnest Money Deposit (EMD)	:	<b>Rs. 1,00,000/-</b> (Rupees One Lakh only) shall be deposited in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of “WAPCOS Limited” payable at New Delhi / Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.
8.	Performance Bank Guarantee	:	NA
9.	Project Completion Period	:	NA
10.	Validity of Bid/Tender	:	<b>90 Days from Bid Opening date</b>
11.	JV/Consortium	:	<b>Not allowed</b>
12.	Site Visit	:	NA
13.	Last date & time of Procurement / download of tender Document	:	23.12.2025 upto 16:00 hrs As per the condition of e-Tendering, the bidder must officially procure/ download the tender documents from the above mentioned portal in order to bid before the date and time given for procurement.
14.	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing (through e-mail) to tender inviting authority on or before 15.12.2025.

15.	Offline Submission of EMD & Solvency Certificate etc. as detail in Tender	: 23.12.2025 upto 16:30 hrs to the <b>Chief Executive Director (WRD), WAPCOS Limited, Room No. A-21, Plot No.76-C, Institutional Area, Sector-18, Gurgaon-122015 Haryana”</b>
16.	Last date & time for online submission of Technical Bid	: 23.12.2025 upto 16:00 hrs
17.	Online opening of Technical Bid	: 24.12.2025 at 16:00 hrs
18.	Online opening of Financial Bid	: NA
19.	WAPCOS Communication address during Tendering and execution of works	: <b>Chief Executive Director (WRD), WAPCOS Limited, Room No. A-21, Plot No.76-C, Institutional Area, Sector-18, Gurgaon-122015 Haryana”</b> <b>Telephone: 0124-2399427 / 431</b> <b>E-Mail: wrd@wapcos.co.in</b>

**Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable):**

The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.

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

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

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

**IMPORTANT POINTS**

- i. Joint Ventures / Associations are strictly not allowed.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the

WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.

- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of  
WAPCOS LIMITED**

**Chief Executive Director (WRD),  
E-Mail: wrd@wapcos.co.in**

## **INSTRUCTION TO BIDDER**

**WAPCOS LIMITED**  
**(A Government of India Undertaking PSU)**

**INSTRUCTIONS TO BIDDER**

**1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**1.1 GENERAL**

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal [www.etenders.gov.in](http://www.etenders.gov.in). Accordingly, bidder is directed to make all formalities and registration on [www.etenders.gov.in](http://www.etenders.gov.in) website and submit the Technical Bid.

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

More information useful for submitting online bids on the CPP Portal may be obtained from website: <https://etenders.gov.in/eprocure/app>.

**1.2 REGISTRATION**

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

**1.3 SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) 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.

## 1.4 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum, Addendum published on the web portal along with tender document before submitting their bids.
- b) Bidder should read the tender document, corrigendum, Addendum and any other related correspondence, carefully to understand the documents required to be submitted as part of the bid.
- c) 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 100 dpi with black and white option which helps in reducing size of the scanned document.

## 1.5 SUBMISSION OF BIDS

- a) Please uninstall any Java version if installed already. Then go to this link <https://eprocure.gov.in/cppp/jre-windows-i586.exe> and download this prescribed version of java for this portal.
- b) 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.
- c) 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.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- f) Bidder should prepare the 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 DD/any other accepted 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.
- g) Bidders are requested to note that, ***subsequent to Empanelment, only the Enlisted Agencies will be invited to submit bids (Financial) through GEM Portal in respect of specific enquiry till the time Empanelment is valid.*** They should necessarily submit their financial bids in the GEM Portal for the specified work as per the given format provided in the RFP 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 white 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.
- h) 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.
- i) 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.

- j) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- l) 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.

## 2.0 INSTRUCTIONS TO BIDDER

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

- a) Submission of a tender by a tenderer implies that the bidder has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.
- b) WAPCOS Limited desires that the bidders, suppliers, and sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; 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, 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 Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- a) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- b) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- c) 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.
- d) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

### **3.0 LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language. 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.

### **4.0 BIDDERS RESPONSIBILITY**

The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

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

### **5.0 TENDER DOCUMENTS**

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

- Notice Inviting Tender (NIT)
- Special Conditions of Contract (SCC)
- Annexures for Bid Submission

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

## **6.0 CLARIFICATION OF BID DOCUMENTS**

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

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

## **7.0 AMENDMENT OF BID DOCUMENTS**

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

## **8.0 PREPARATION OF BIDS**

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

## **9.0 SUBMISSION OF BIDS**

### **Online submission of Bid**

The bidders shall submit their Bid electronically through CPP Portal (<https://etenders.gov.in/eprocure/app>)

## **10.0 DEADLINE FOR SUBMISSION OF BIDS**

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the bidders

previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The notice for extension of bid submission date shall be put on CPP Portal of Government of India.

## **11.0 Modification and Withdrawal of Bids**

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

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money.

## **12.0 Assistance To Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## **13.0 Offline Submission of Documents by Bidder**

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

- ✓ Originals of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.

## **14.0 Minimum Requirements at Bidder's End**

Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity.

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s) / CPP Portal registration

## **15.0 Brief Scope of Empanelment**

- i. Geotechnical investigation may be either on land or in water body (i.e. in River / sea) and would be carried out in stages, as preliminary, detailed and in few cases during construction or post construction.
- ii. Preliminary geotechnical investigation data is required for preparation of FR/DPR, while Detailed geotechnical investigation data is required for preparation of Tender Document.
- iii. Based on the inputs from preliminary / detailed geotechnical investigation, type of foundation system is finalized.
- iv. Boring in soil and drilling in rock (where rock is encountered) inside forest area, plant area, open area, ash disposal area, township area, construction material identified area, Make-up water /Ash pipeline corridors, Intake well and approach

walkway, etc.

- v. Conducting Field tests like Standard Penetration Test (SPT) in boreholes, Plate Load Test (PLT), Seismic Refraction Test (SRT), Cross hole seismic test (CST), Electrical Resistivity Test (ERT), Pressure meter Test (PMT), Static Cone Penetration Test (SCPT), Dynamic Cone Penetration Test (DCPT), Permeability Tests, Percolation test, Trial Pits, Vane Shear Tests, etc.
- vi. Laboratory tests on soil, rock & ground water samples to evaluate physical, engineering and chemical properties.

## 16.0 Schedule of Submission of Application

The Empanelment Documents will be available as per following schedule or schedule as mentioned at the portal.

Start date for submission of Application	02.12.2025
Last date for submission of Queries*	15.12.2025
Last date for submission of application	23.12.2025
Cost of EMD to be submitted along with bid	1,00,000/-

\* No Queries from applicants, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

# Employer may change Dates and same shall be reflected at the portal shall be applicable for all the applicants.

## 17.0 Qualifying requirement

Detailed Qualifying requirement is placed as **Annexure-A**.

***Subsequent to Empanelment, only the Enlisted Agencies will be invited to submit bids (Financial) through GEM Portal in respect of specific enquiry till the time Empanelment is valid.***

## 18.0 Earnest Money Deposit (EMD)

- i. An EMD in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted\* for bidders with MSME certification for micro & small enterprises only.
- ii. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of the Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid is not reached by the specified date and time.
- iii. Bids not accompanied with EMD shall be rejected as non-responsive.
- iv. Format of the EMD is mentioned is **Annexure-J**.

- v. The bank details of WAPCOS Limited are
  - Account Number – 193502000000405
  - A/c Holder – WAPCOS Limited
  - Bank Name – Indian Overseas Bank
  - Branch name: NHB, Gurugram
  - IFSC code: IOBA0001935
- vi. Unsuccessful bidder's EMD will be released after award of Empanelment to the Successful bidder. Successful bidder's EMD will be released only after submission of Performance Bank Guarantee and receipt of confirmation from bank for the same on award of investigation works. If the EMD is adjusted with PBG, then EMD will be released along with PBG.

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

#### **Forfeiture of EMD**

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

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

- 19.0** The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency certificate (i.e. the solvency certificate shall be dated after the date of publication of tender) from the Banker for a sum of at least Rs. \_\_\_\_\_ in Original from any nationalized /scheduled bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (**Annexure-Q**)
- 20.0** WAPCOS Limited reserves the right to reject any or all applications or cancel/withdraw the "Notice Inviting Applications" without assigning any reasons whatsoever and in such case no Applicant or intending Applicant shall have any claim arising out of such action. WAPCOS Limited shall also have the right to verify any information/document furnished by the Applicant/Agency/Company/Firm and inspect the works carried out by the Applicant/Agency/Company/Firm, if so required.
- 21.0** Applicants who respond within due date with application as mentioned above against this NIA will only be considered for Empanelment. Application for Empanelment shall be invited through online mode only at the portal as mentioned above.

**This Empanelment shall be valid for a period of Two (02) years from the date of Empanelment.**

**22.0** Issuance of Empanelment Documents to any Applicant shall not construe that such Applicant is considered to be qualified. The Applicant shall bear all costs incurred in the preparation and submission of the application and other actions implied.

WAPCOS Limited shall not be responsible or liable for such costs, regardless of the outcome of the Empanelment process.

**23.0 Important Points**

- i. Joint Ventures / Associations are strictly not allowed.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described above Clauses shall be considered as non-responsive and shall be summarily rejected.
- iii. 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.
- iv. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- v. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**24.0 Address for communication**

WAPCOS Limited, Room No. A-21,  
Plot No.76-C, Institutional Area,  
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**Qualifying Requirements (QR) for Empanelment of Agencies for conducting Geotechnical (sub surface) and Geological Investigation works for various Projects across India**

**1.0 Technical Criteria**

- 1.1 The Applicant should have executed with any Govt. department/semi-Govt. department/State Govt. department/PSU within the preceding seven (7) years reckoned as on last date notified for receipt of application, geotechnical investigation works achieving therein the following progress of work:
  - (i) Drilling of at least **1000 RM** in overburden and rock in any one (1) year in one (1) or more concurrently running contracts.
- 1.2 The Applicant should have executed at least three (3) geotechnical investigation work in water body like in river/sea/submergence of dam/reservoir/creek/ back waters, etc., within the preceding seven (7) years reckoned as on last date notified for receipt of application.
- 1.3 The Applicant should have the following manpower on its regular pay roll for minimum one year period reckoned as on last date notified for receipt of application,
  - 1.3.1 At least two (2) qualified Geotechnical engineers with PhD / M.Tech / M.E. / M.S. degree in Geotechnical Engineering and having minimum five (5) years' work experience in the area of geotechnical investigation. The experience certificate shall be certified by CEO/CFO/ Managing partner of the Applicant.  
or
  - 1.3.2 At least one (1) qualified Geotechnical engineer with PhD / M.Tech. / M.E./ M.S. degree in Geotechnical Engineering and having minimum five (5) years' work experience in the area of geotechnical investigation and one (1) qualified engineering Geologist with M.S. / M.Sc. degree in Geology/Engineering Geology, having minimum five (5) years work experience in the area of geotechnical investigation. The experience certificate shall be certified by CEO/CFO/Managing partner of the Applicant.
- 1.4 The Applicant should own or have on lease the following equipment, test setup and facilities:
  - 1.4.1 Rotary boring rigs - Five (5) Nos.
  - 1.4.2 Hydraulic feed rotary core drilling rigs -Two (2) Nos.
  - 1.4.3 Seismic Refraction Test setup - One (1) No.
  - 1.4.4 Pressure meter test set up capable to apply pressure up to 80 kg/sq.cm – One No.

**2.0 Financial Criteria**

- 2.1 The average annual turnover of the Applicant in the preceding three (3) financial years as on the last date notified for receipt of application, should not be less than Rs. 2.0 Cr. (Indian Rupees Two crores only).

**Notes for clause 1.1 above:**

- i. The qualifying work is to be completed in the last seven (7) years period as specified above with any Govt. department/semi-Govt. department/State Govt. department/PSU and it has started within the above-mentioned period only be considered as meeting the qualifying requirements.
- ii. The word "executed" means the Applicant should have achieved the complete progress specified in the QR i.e. the contract is to be completed / closed.

**Notes for clause 1.4 above:**

- a. As specified at Clause 1.4.1 and 1.4.2, applicant should own 5 nos. rotary boring rigs and 2 nos. hydraulic feed rotary core drilling rigs. In case Applicant owns less than specified 5 nos. rotary boring rigs but owns additional equivalent nos. of hydraulic feed rotary core drilling rigs (over & above the specified 2 nos.), it would be considered meeting the qualifying requirement. However, it should own not less than 2 nos. hydraulic feed rotary core drilling rigs as specified.
- b. The Applicant shall submit ownership documents, such as the Purchase invoice, Registration Document, or Lease Agreement, along with the bid. Failure to do so will result in disqualification and rejection of the bid.

**Note for Clause 2.0 above:**

- i. Other income shall not be considered for arriving at annual turnover.
- ii. In case, where audited results for the last financial year as on the date of bid opening are not available, the provisional financial results certified by a Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of bid opening and the certificate from the Chartered Accountant certifying the financial parameters is not available.

**Requirement & Scope of work for Empanelment of Agencies for conducting Geotechnical (sub surface) and Geological Investigation works for various Projects across India**

**1.0 Requirement:**

- 1.1 Geotechnical investigation may be either on land or in water body (i.e. in River / sea) and would be carried out in stages, as preliminary, detailed and in few cases during construction or post construction.
- 1.2 Preliminary geotechnical investigation data is required for preparation of FR/DPR, while Detailed geotechnical investigation data is required for preparation of Tender Document.
- 1.3 Based on the inputs from preliminary / detailed geotechnical investigation, type of foundation system is finalized.

**2.0 Brief Scope of work:**

- 2.1 Boring in soil and drilling in rock (where rock is encountered) inside forest area, plant area, open area, ash disposal area, township area, construction material identified area, Make-up water /Ash pipeline corridors, Intake well and approach walkway, etc.
- 2.2 Conducting Field tests like Standard Penetration Test (SPT) in boreholes, Plate Load Test (PLT), Seismic Refraction Test (SRT), Cross hole seismic test (CST), Electrical Resistivity Test (ERT), Pressure meter Test (PMT), Static Cone Penetration Test (SCPT), Dynamic Cone Penetration Test (DCPT), Permeability Tests, Percolation test, Trial Pits, Vane Shear Tests, etc.
- 2.3 Laboratory tests on soil, rock & ground water samples to evaluate physical, engineering and chemical properties

DELETED

**DETAILS FOR QUALIFYING REQUIREMENTS****Technical Criteria 1.1**

In order to satisfy the requirements stipulated at Clause 1.1 (i) of Qualifying Requirements (**Annexure-A**), We declare that we have executed Geotechnical Investigation works achieving therein the "Drilling of atleast 1000m in overburden and rock in any one (01) year in one (1) or more concurrently running contracts within the preceding seven (7) years with any Govt. department/semi-Govt. department/State Govt. department/PSU reckoned as on last date notified for receipt of Application for Empanelment", as per the details given below:

(i) First set of Ref. Work(s) in any one (01) month i.e. ..... (Specify period)

S.No.	Name of Contract & Project Location	Name & Address of Owner/Client	LOA / Ref. no. and date of award of work	Date of Commencement of work	Date of Completion of work		Scope and Description of Work	Drilling in overburden and rock executed		Remarks, if any
					As per contract Schedule	Actual		Month & Year	Drilling in overburden and rock (RM)	
1										
2										
3										

**Note:** (i) Work Orders and Completion Certificates from clients in support of meeting requirements are enclosed at Annexure .....

We further declare that we have not furnished more than three (03) number / sets of reference Works against fulfillment of the subject requirement of Qualifying Requirements.

Signature: \_\_\_\_\_

Name of authorized  
person having power of attorney: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date and Place: \_\_\_\_\_

Any information/data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment/tendering/taking up of work in WAPCOS Limited.

**DETAILS FOR QUALIFYING REQUIREMENTS**

**Technical Criteria 1.2**

In order to satisfy the requirements stipulated at Clause 1.2 of Qualifying Requirements (**Annexure-A**),

We declare that we have executed at least three (03) Geotechnical Investigation work in water body like in river/ sea/ submergence of dam/ reservoir/ creek/ back waters etc. within the preceding seven (7) years reckoned as on last date notified for receipt of application as per the details given below:

<b>S.No.</b>	<b>Description</b>	<b>Details (1<sup>st</sup> Ref. Work(s))</b>	<b>Details (2<sup>nd</sup> Ref. Work(s))</b>	<b>Details (3<sup>rd</sup> Ref. Work(s))</b>
2.0	Experience details of Geotechnical investigation works in order to fulfill the criteria mentioned at Clause 1.2 of Qualifying Requirements			
2.1	Name of the Project for which Geotechnical Investigation works has been conducted			
2.2	Name of the Owner/ Client			
2.3	Address of the Owner/ Client			
2.4	Name, designation and contact details of the person to be contacted at the Office of Owner/ Client			
2.5	Specify the type of water body like: river/ sea / submergence of dam/ reservoir/ creek/ back waters, etc.			

**Note: (i)** Work Orders and Completion Certificates from clients in support of meeting requirements are enclosed at Annexure

.....

We further declare that we have not furnished more than three (03) numbers of reference Works against fulfillment of the subject requirement of Qualifying Requirements.

Signature: \_\_\_\_\_

Name of authorized  
person having power of attorney: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date and Place: \_\_\_\_\_

Any information/data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment/tendering/taking up of work in WAPCOS Limited.

**DETAILS FOR QUALIFYING REQUIREMENTS**

1.0 With reference to our Application for Empanelment of Agencies for Conducting Preliminary and Detailed Geotechnical Investigations, we hereby confirm that the number of reference works quoted by us in **Annexure- D & E** of our Application for Empanelment for establishing compliance to the specified Qualifying Requirements are not more than three set of reference works as specified in the Qualifying Requirements.

The number of reference works quoted by us for different categories and different requirements are tabulated below:

<b>S.No.</b>	<b>Requirement</b>	<b>Maximum number of Set of Reference Works allowed to the Applicant to Quote in their Application</b>	<b>Number of Set of Reference Works Quoted (to be filled by the Applicant)</b>
1	Drilling of atleast 1000 m in overburden and rock in any one (01) year in one (1) or more concurrently running contracts	3	
2	At least three (03) Geotechnical Investigation work in water body like in river/ sea/ submergence of dam/ reservoir/ creek/ back waters, etc.	3	

2.0 We also confirm that the Reference Works declared more than three times the number of works as specified in the Qualifying Requirements shall not be considered for evaluation/establishing compliance to the Qualifying Requirements (QR).

3.0 We further confirm that no change or substitution in respect of Reference Works (as declared in our Application for Empanelment) by new/additional work for meeting the specified Qualifying Requirements shall be offered by us.

***Note: 1. \* Strike out whichever is not applicable***

Signature: \_\_\_\_\_

Name of authorized  
person having power of attorney: \_\_\_\_\_

Designation: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Any information/data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment/tendering/taking up of work in WAPCOS Limited.

**DETAILS FOR QUALIFYING REQUIREMENTS****Technical Criteria 1.3**

In order to satisfy the requirements stipulated at Clause 1.3 of Qualifying Requirements (**Annexure-A**), we declare that we have the following man power on our regular pay roll for minimum one year period reckoned as on last date notified for the receipt of application for the Qualifying requirements mentioned below:

1.3.1 At least two (2) qualified Geotechnical engineers with PhD / M.Tech / M.E. / M.S. degree in Geotechnical Engineering and having minimum five (5) years work experience in the area of geotechnical investigation.

or

1.3.2 At least one (1) qualified Geotechnical engineer with PhD / M.Tech. / M.E./ M.S. degree in Geotechnical Engineering and having minimum five (5) years work experience in the area of geotechnical investigation and one (1) qualified engineering Geologist with M.S. / M.Sc. degree in Geology/Engineering Geology, having minimum five (5) years work experience in the area of geotechnical investigation.

Details of the above as per given below:

**(i) Geotechnical Engineer**

S.No.	Name of the Geotechnical Engineer	Qualification: PhD / M.Tech / M.E. / M.S. degree in Geotechnical Engineering (Indicate the qualification as applicable)	Institute	Total post qualification work experience in the area of Geotechnical investigations (in years)	On regular pay roll of the agency as on last date of receipt of application (in years)

**(ii) Geologist**

S.No.	Name of the Engineering Geologist	Qualification: M.S. / M.Sc. degree in Geology/Engineering Geology (Indicate the qualification as applicable)	Institute	Total post qualification work experience in the area of Geotechnical investigations (in years)	On regular pay roll of the agency as on last date of receipt of application (in years)

**Note:** Applicant/Agency necessarily required to furnish the detailed Bio-data of manpower (each of Geotechnical Engineer / Geologist indicated above) and necessarily enclose the proof of employment like PF statement for the period worked in the agency as on last date of receipt of application.

Signature: \_\_\_\_\_

Name of authorized

person having power of attorney: \_\_\_\_\_

Designation: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Any information/data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment/tendering/taking up of work in WAPCOS Limited.

**DETAILS FOR QUALIFYING REQUIREMENTS****Technical Criteria 1.4**

In order to satisfy the requirements stipulated at Clause No. 1.4 of Qualifying Requirement (**Annexure-A**), we declare that we own the following equipment / test setup / facility as on last date notified for the receipt of application, as per the details given below.

**(i) Details of Equipment**

S.No.	Name of Equipment	Minimum Quantity Required	Quantity Available (in Nos.)	Remarks, if any
1		5		
2		2		

**Note:**

- Applicant/Agency necessarily required to furnish the certificate of ownership of equipment mentioned above, duly certified by Chartered Accountant.
- Applicant should own 5 nos. rotary boring rigs and 2 nos. hydraulic feed rotary core drilling rigs. In case Applicant owns less than specified 5 nos. rotary boring rigs but owns additional equivalent nos. of hydraulic feed rotary core drilling rigs (over & above the specified 2 nos.), he would be considered meeting the qualifying requirement. However, he should own not less than 2 nos. hydraulic feed rotary core drilling rigs as specified.

**(ii) Details of Test Setup / facility**

S.No.	Test Setup / facility	Type of document enclosed (Certificate of ownership)	Remarks, if any
1	Seismic Refraction Test setup		
2	Pressure meter test set up capable to apply pressure up to 80 kg/cm <sup>2</sup>		

3	Laboratory set up equipped for testing the physical, engineering and chemical properties of soil and rock		
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**Note:**

The Applicant/Agency necessarily required to furnish the certificate of ownership of equipment mentioned at S.No 1, 2 and 3 above, duly certified by Chartered Accountant.

Signature: \_\_\_\_\_

Name of authorized

person having power of attorney: \_\_\_\_\_

Designation: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Any information/data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment/tendering/taking up of work in WAPCOS Limited.

**DETAILS FOR QUALIFYING REQUIREMENTS (QR)**

**Financial Criteria 2.0**

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

1. In order to satisfy the requirements stipulated at Clause 2.1 of Qualifying Requirements, we confirm that our average annual turnover\*, in the preceding three (3) financial years as on the last date notified for receipt of Application, is not less than **INR 2 Crore (Indian Rupees Two crore only)**.

In support of the above, we are enclosing audited financial statements.

<b>S.No.</b>	<b>Financial Year</b>	<b>Annual Turnover (INR in Lakhs)</b>
1	FY 1 (20____ - 20____)	
2	FY 2 (20____ - 20____)	
3	FY 3 (20____ - 20____)	
4	Average Annual Turnover for the preceding three (3) Financial Years as on the last date notified for receipt of application	
5	We have enclosed Audited financial statements for the last 3 financial years	* Yes/ No

\* Other income is not considered for arriving at annual turnover.

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

Unique Document Identification Number (UDIN) .....

**Signature of Chartered Accountant (with Seal)**

**Signature of Bidder(s) (with Seal)**

**Note: (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.  
(ii) The date of certificate shall not be older than one month of the date of submission of the bid.**

## **SPECIAL CONDITIONS OF CONTRACT (SCC) AND GUIDELINES FOR EMPANELMENT OF VENDORS ON ALL INDIA BASIS**

### **1.0 INTRODUCTION:**

WAPCOS Limited (A Government of India Undertaking PSU), a Mini Ratna Company involve in consultancy assignments of preparation of FR / DPR under various sectors such as irrigation, infrastructure, master plans, ropeways, thermal plants, hydro-power, canal networks, dams/barrages/bunds/tunnels, roadways, ports & harbors etc. These projects are located in various geographical locations across the country.

### **2.0 SCOPE OF EMPANELMENT:**

WAPCOS Limited is in the process of online vendor Empanelment, for carrying out Geotechnical (subsurface) and Geological investigation works across India. The intent of this Empanelment is to identify and enlist prospective vendors who meet Technical Qualifying Requirements envisaged. This Empanelment will be applicable for all the divisions/field offices/project offices.

Empanelment shall be done based on the criteria adopted in clause 17.0 below due considering highest value of work done in a single project out of three reference works mentioned in Annexure-E,

### **3.0 SPECIAL CONDITIONS OF CONTRACT (SCC) FOR EMPANELMENT:**

This document will be applicable for Empanelment of vendors both for works packages, as identified / to be identified time to time, as per the requirement of various projects of WAPCOS. The document explains the details regarding the modality and terms & conditions for Empanelment.

### **4.0 RESPONSIBILITY CENTRE FOR VENDOR EMPANELMENT:**

The Competent Authority of Tender Committee (CATC) of WAPCOS Limited, situated at 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana, India shall be the Responsible for Empanelment of vendors as per Empanelment Calendar.

### **5.0 EMPANELMENT CALENDAR:**

In order to optimize the Empanelment process, vendor Empanelment & up gradation of each Empanelment vendor shall be done once in year as per the "Empanelment Calendar".

The "Empanelment Calendar" shall commence from 01<sup>st</sup> April and end on 31<sup>st</sup> March. Each vendor shall be allotted a period for inviting applications from vendors.

### **6.0 UPLOADING ENLISTED VENDOR LIST:**

List of enlisted vendors with relevant details as mentioned above shall be updated at website [www.wapcos.co.in](http://www.wapcos.co.in) time to time.

## **7.0 HOW TO APPLY FOR EMPANELMENT:**

Interested potential vendors / contractors are advised to visit the website [www.wapcos.co.in](http://www.wapcos.co.in) and/or <https://etenders.gov.in/eprocure/app> for updates and apply online of their own interest if they are meeting corresponding Technical Qualifying Requirement as mentioned in the above annexures. Interested vendors are to be upload / submit only online the relevant documents (credentials) as required for Empanelment.

No fee is required to be paid for Empanelment. No offline application would be entertained by WAPCOS Limited.

It is required to submit applications with digitally signed relevant credentials by the Authorized Signatory. The same should be uploaded on the website <https://etenders.gov.in/eprocure/app> for vendor Empanelment as per required documents/ details and corresponding specified QR.

It should be clearly noted by the applicant that while applying for vendor Empanelment on website, the basic and financial information need to be filled up only once.

Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Applicants submit, will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

Applicants, required to submit the details of the past experiences, shall submit all the documents, such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc., along with corresponding completion certificates duly certified and verified by the respective Owner(s)/Client(s) duly signed by authority having rank Executive Engineer and above.

## **8.0 BASIS FOR EMPANELMENT:**

WAPCOS Limited shall evaluate the credentials uploaded by the applicant to determine as to whether technical aspects are in accordance with the Qualifying Requirements. Subsequently, at the sole discretion of WAPCOS Limited, verification of document (s) may also be carried out. If there is any discrepancy and /or found that the documents submitted by the vendor were not genuine, the vendor will be disqualified.

WAPCOS Limited shall evaluate only those cases, which are complete in all respects, and which are *prima-facie* found to be qualified based on the responses given. Any incomplete request or deficiency of document(s) will run the risk of rejection. In the process of vendor Empanelment, WAPCOS Limited may seek additional information/ clarification and vendor must be ready to furnish promptly any such information, so asked for.

Any vendor currently under NCLT/ NCLAT or debarred/ banned/ blacklisted/ Under Withholding/ Under Suspension of Business Dealing with any Govt. / Semi-Govt./State

Govt./PSU entity shall not be considered for Empanelment. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

## **9.0 INSTRUCTION FOR APPLYING ONLINE:**

Interested vendors may open the website (<https://etenders.gov.in/eprocure/app>) and create USER-ID themselves for Empanelment by filling USER-ID creation form online. System generated e-mail shall be sent to the vendor giving ID & password for authentication & activation. Vendors shall log in to the website with this ID and password. After log in, the system shall ask for change of password for the 1<sup>st</sup> time users, ID remaining same. Vendors, in their own interest should change the password.

After log in, the page opened shall show the details required which should be correctly filled in. It is required that the digitally signed (by the authorized signatory) document of the relevant credential shall be uploaded in “PDF form” as per the instructions shown on the page. Star (\*) marked fields are mandatory.

## **10.0 HOW TO SUBMIT THE APPLICATION FOR EMPANELMENT:**

The vendor has to use their USER ID and PASSWORD and log in to the website for providing further information and uploading of required documents and credentials.

This is explained below in brief:

- a) **Name of Authorized Signatory** - The person authorized by the company to sign the documents on their behalf. The competent person of the company should issue the power of attorney in person's name.
- b) **Mobile no:** Cell no of authorized signatory.
- c) **LETTER OF TRANSMITTAL (LOT)** - The format is available with this tender document as **Annexure-K** and should be executed on the bidder original letter head / stamp paper of requisite value. Digitally Signed (by the authorized signatory of the vendor) copy of the same should be uploaded online along with their application.
- d) **POWER OF ATTORNEY** - Power of Attorney in a standard format shall be submitted by executing the same on stamp paper of requisite value. Digitally Signed (by the authorized signatory of the vendor) copy of the same should be uploaded online along with their application.
- e) Permanent account no., GSTIN - PAN & GSTIN of the Company. Copy to be uploaded.
- f) **PF Code** - Copy of relevant certificate to be uploaded.
- g) **MSME Reg no.-** Copy of relevant certificate to be uploaded.
- h) **Type of company:** Bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. Proprietor firms shall submit registration details or shall submit the copy

of relevant page of Pass book for the Current Account in the name of Proprietor Firm.

- i) ISO 9000, ISO 14000, ISO18500, SA8000 Certification to be confirmed. Copy of relevant Certificate to be uploaded.
- j) Annual Turn Over figure paid up share capital, reserves & surpluses for last three financial years to be filled and audited balance sheet and profit & loss statement with **Unique Document Identification Number (UDIN)**, to be uploaded.
- k) Date of incorporation- to be mentioned and certificate of incorporation to be uploaded.
- l) Purchase order no, date, awarding company name, and completion certificates - are to be enclosed. It may be noted that three highest purchase orders copy received during the last five years to be mentioned and uploaded. It will decide their execution capability. The work completion certificates mentioned should be for the same/similar item(s)/works for which vendor submitted the work orders. Documents should be duly certified and verified by the respective Owner(s)/Client(s) by authority having rank Executive Engineer and above, failing which the application for Empanelment is liable for rejection.
- m) Bidder should not be blacklisted/ debarred by any government /semi government department/ State Govt. /PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (**Annexure-L**).
- n) 'No Deviation Certificate' in prescribed format in Bidder's Letter Head (**Annexure-M**).
- o) Agreement to execute the Integrity Pact (**Annexure-N**).
- p) Bidder shall submit Information on litigation history in bidder Letter Head (**Annexure-O**).
- q) Undertaking to be furnished on Company Letter Head with regard to Rule 144 (Xi) in the General Financial Rules (GFRs), 2017. The format of undertaking is as per (**Annexure-P**).
- r) Solvency Certificate issued by the bank on their letter head (**Annexure-Q**).
- s) (\*) is mandatory fields.
- t) Proof of being a service provider – UDYAM Registration/ NSIC/SSI/MSME registration certificate/BIS license / ISO certificate/ Certificate of registration from the concerned excise department/ any other statutory document as a proof.
- u) Other information as asked to be submitted.

## **11.0 IMPORTANT INSTRUCTIONS:**

- a) Fee: There will be no fee applicable for submitting application for Empanelment.
- b) The applicant is required to read the Technical Qualifying Requirement (QR) carefully for Empanelment before submitting the proposal. The documents required must be copied, signed by the authorized signatory, stamped with the company seal and scanned copy of the same should be uploaded in PDF form.
- c) Documents which are mandatory must be uploaded duly certified and verified as stated in aforesaid paras, failing which the application for Empanelment is liable for rejection.
- d) Incomplete applications are liable for rejection.
- e) WAPCOS Limited reserves the right to verify the authenticity of the information / documents furnished as well as accept / reject application/s in full or part without assigning any reason whatsoever. No correspondence/ queries will be entertained in this regard.

## **12.0 ONLINE DOCUMENTS:**

After filling all the required details and uploading the documents online, applicants have to submit the applications online.

The “Power of attorney” and “Declaration regarding authenticity of the credentials i.e. Letter of Transmittal (LOA)” are required to be submitted. Digitally Signed (by the authorized signatory of the vendor) copy of the same should be uploaded online along with their application.

All applications received till the cutoff date shall be evaluated progressively. If found eligible, they will be considered for Empanelment.

Vendors should make sure that the submission of application is completed well in advance to avoid last minute rush.

## **13.0 OFFLINE DOCUMENTS:**

No hardcopy is required to be sent / submitted while submitting the application.

All the uploaded documents are to be kept with vendor in original and shall have to be provided whenever asked for. Failing to do so, may lead to action inline to the WAPCOS Limited Withholding & Banning policy.

## **14.0 EVALUATION CRITERIA & PROCESSING OF APPLICATIONS:**

14.1 Application received upto predetermined last date shall be considered for evaluation. The received applications evaluation shall start only after notified last date in the priority as decided by WAPCOS Limited. Submitted documents in support of execution of similar works shall be verified as per requirement by the evaluation committee from the respective certificate issuing agency.

14.2 Mapping of data of enlisted vendors (Average Annual Turnover and Execution Capability):

Average annual turnover and Execution Capability value will be mapped against each technically qualified vendor. The vendor has to submit financial details and upload supporting documents which shall be the basis for ascertaining their financial capability as per laid down policy of the company. Presently no pre-determined financial criteria (Average Annual Turnover) and execution capability criteria are being stipulated. However, all applicants have to upload necessarily the following documents:

a) **Average Annual Turnover (AATO):** Audited Balance sheet and Profit & loss account for last three completed financial years reckoned from the date of submission of application.

Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered

Accountant of India (ICAI), which Applicants submit, will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

From this, Average Annual Turnover (AATO) of the company shall be worked out and shall be recorded for the enlisted vendors. This will be the eligibility limit for Average Annual Turnover of the respective enlisted vendor for sending tender enquiry later (but during the validity period of Empanelment only).

b) **Execution Capability (EC):** Three Purchase Orders of highest executed value for similar works during last Five (05) years reckoned from the date of submission of application for Empanelment along with documents to ascertain the execution of Purchase Orders submitted i.e. Copies of work orders, invoices, completion certificate etc. from the client, have to be furnished. The eligibility limit of the vendors for execution capability shall be worked out as follows:

c) **Determination of Execution Capability (EC):**

Maximum three work orders as per the definition of similar works shall be considered as credential for calculation of the execution capability (EC) in the following manner:

- i. If the vendor gives one PO with highest executed value of P, then the vendor will be eligible for tender enquiry up to the cost estimate limited to value equal to "1xP" subject to other conditions.
- ii. In case of two POs submitted with highest executed values P & Q (where P>Q), then higher of the two figures obtained from "1xP and 1.25xQ" shall be the limit of cost estimate up to which the vendor is eligible for tender enquiry subject to other conditions.
- iii. If the company furnishes three Purchase orders with highest executed value as P, Q & R (where P>Q>R), then out of the figures obtained from: "1xP, 1.25xQ and 1.5xR", the highest value is the limit of cost estimate up to which the vendor is eligible for tender enquiry subject to other conditions.

d) **Selection of enlisted vendors for sending tender enquiry:**

When actual requirement emerges, based on the estimated cost and completion period required, selection of eligible vendors from amongst enlisted vendors shall be done as mentioned at Para No. 17.0 below.

**Notes:**

- i. Vendors, in their own interest, should furnish the orders with highest value(s) executed by them along with documentary proof for the execution of said orders. It may also be understood that such past execution values shall determine their execution capability and eligibility to consider for sending tender enquiry against the work later.

- ii. Documentary evidence of execution of similar work in the past, only in the name of the organization which is submitting the application for Empanelment shall be considered.
- iii. For the purpose of Empanelment, Applicants shall be evaluated on the basis of required supporting documents submitted for Technical Requirements along with financial documents, order copies & execution proof etc. Even though an Applicant may satisfy the above requirements, he would be liable to disqualification if he has made misleading or false representation or deliberately concealed the information in the forms, statements and enclosures required in the application.
- iv. Merely Submission of application form by vendor cannot be construed to mean that the vendor is qualified & entitled for issue of any / all tenders by WAPCOS Limited.

## **15.0 VALIDITY OF EMPANELMENT:**

Vendors shall be enlisted for two (2) years from the date of approval, subject to fulfillment of the terms & conditions.

## **16.0 CERTIFICATE OF VENDOR EMPANELMENT:**

After approval, Certificate of Empanelment indicating Empanelment details and terms & conditions shall be made available to the enlisted vendors for downloading online from portal. The Empanelment certificate hard copy can be had from the empanelment unit of WAPCOS.

## **17.0 SELECTION OF ENLISTED VENDORS FOR ISSUING TENDER ENQUIRY:**

After Empanelment, whenever requirement emerges for any project, based on the cost estimate and the execution period, the list of vendors to whom enquiry can be issued shall be selected as follows:

(Note: AATO is annual average turnover, EC is estimated cost and CP is completion period/delivery period in months)

### **i. Annual and less duration contracts:**

Vendors having  $AATO \geq EC$  and

Execution Capability  $\geq EC$  will be eligible to participate in the tender.

### **ii. Completion period > 1 year but less than 2 years:**

Vendors having  $AATO \geq EC \times 12 / CP$  and

Execution Capability  $\geq EC$  will be eligible to participate in the tender

### **iii. Biannual or above duration contract:**

Vendors having AATO>= ECx12/CP and

Execution capability>= ECx12/CP will be eligible to participate in the tender

Execution Capability of the vendor to execute similar work shall be calculated based on the values of the three POs of highest execution value submitted by the vendor as defined in the following table with an example:

AA TO	Capability of execution of similar work as per PO values	PO-1	PO-2	PO-3	
80	PO values	100 L	75 L	50 L	
	Execution Capability as per One/two/three POs	100x1=100 (EC upto 100 L)	75x1.25=93.75 (EC upto 93.75 L)	50x1.5=75 (EC upto 75 L)	
	Execution capability of the vendor to execute similar work	<p style="text-align: center;">100 (Highest of 100, 93.75 and 75) Vendor is capable to execute work up to cost estimate 100 L i.e. eligibility limit for Empanelment up to cost estimate 100 L</p>			
AATO and highest of the three eligibility limits shown in the table will be recorded in the system for selection of Enlisted vendors for issuing tender enquiry.					

## **18.0 RENEWAL OF EMPANELMENT:**

Before completion of two (2) years, the enlisted vendors can apply for extension / renewal of their Empanelment for further period. On thorough examination of the request received from the vendor(s) and based on the satisfactory performance by the vendor against the awarded work, WAPCOS Limited may extend the Empanelment period of the vendor(s) by a period approved by the competent authority of tender committee and at the discretion of the WAPCOS.

It may be noted that the system will automatically delete the enlisted vendor after expiry of its validity. Therefore, Vendor at their interest should take appropriate action well in advance so as not to face any such eventualities.

## **19.0 BLACKLISTING POLICY:**

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

“The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same in the form of certificate to abide the contents of Blacklisting Policy. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of Empanelment of the vendor at the stage before or after the award of work.”

## **20.0 REVIEW OF ENLISTED VENDORS FOR POOR PERFORMANCE, FRAUDULENT ACTS:**

In case of unsatisfactory performance of the enlisted vendors, WAPCOS Limited shall take necessary action against the Vendor for withholding/ banning business dealings, in line with WAPCOS policy.

Vendor shall be de-enlisted for the balance period of his Empanelment if banning action taken against any vendor.

If any of the applicant / enlisted vendor is found to have been involved in any fraudulent activities like submission of fake credentials/ document/ information as defined in WAPCOS Fraud prevention policy/ banning policy during Empanelment process, WAPCOS shall take necessary action in line with Fraud Prevention Policy.

## **21.0 DELISTING OF ENLISTED VENDORS:**

The enlisted vendor shall be de-listed from the approved Vendor list for the balance validity period of Empanelment on the following ground:

If any enlisted vendor for a particular works package does not participate at least once in Two (2) years in any of the tenders issued to them, then they may be delisted from the approved Vendor List.

## **22.0 SUBCONTRACTING PROVISION FOR WORKS PACKAGES:**

The enlisted contractor shall only be given the award based on evaluation of the bids. Thus, subcontracting of any part of the work will not be permitted for site awarded works.

If any subcontractor is found executing the contract awarded to the enlisted contractor without approval of WAPCOS, a severe action against the enlisted vendor will be taken for delisting / withholding/ banning of business dealings with WAPCOS.

## **23.0 BACK-TO-BACK PAYMENT CLAUSE:**

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

any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties".

#### **24.0 INSURANCE:**

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

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

The contractor shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favorable than those required by law.

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

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

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

#### **25.0 LIQUIDITY DAMAGES:**

If the bidder fails to complete the work assigned to them after Empanelment as per the scope of the work mentioned during WO in the given time mentioned under progress Schedule, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% of the remaining part of the contract value per week or such smaller amount as may be fixed by accepting authority on the contract value subjected to a maximum of 10%.

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

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a

notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

## **26.0 FORCE MAJEURE:**

Force Majeure is herein defined as any cause, which is beyond the control of the Agency or WAPCOS/Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

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

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

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

## **27.0 ARBITRATION:**

"Any dispute, controversy or claims arising out of or relating to the work or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

## **28.0 CONFLICT OF INTEREST:**

An enlisted vendor during their participation in a Tender as a bidder, should ensure that they do not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. The criteria based on which a bidder shall be considered to have a conflict of interest with one or more parties in the bidding process, shall be as per provisions of the bidding documents of the specific Tender.

During the bidding process/bids invited amongst the enlisted parties, the bidder shall have to submit their acceptance/compliance of provisions of Bidding Documents, regarding "Conflict of Interest".

In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for the contract, then its bid shall be rejected and EMD/bid security shall be forfeited.

## **29.0 PROVISION AS PER RULE 144(xi) OF GFR:**

F.N0.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

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

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

## **GENERAL NOTES:**

- i. Only works Turnover shall be considered as annual Turnover. Other income shall not be considered.
- ii. The vendor Empanelment is an independent activity which has no link with tendering at any other offices of WAPCOS Limited. During Empanelment process, focus will be on selection of competent and capable vendors. This process shall not be influenced by any specific ongoing tender at any site of WAPCOS. Once Empanelment is approved and uploaded, the enlisted vendors uploaded will be considered for tendering for subsequent cases.
- iii. WAPCOS Ltd reserves the right to correct the input given by vendor in respect to turnover and PO / WO execution details based on the documents. Decision of WAPCOS Ltd in regard to any interpretation including similar work shall be final and binding.

- iv. WAPCOS Ltd reserves the right to cancel the Empanelment at any time with prior notice to the enlisted vendors due to change in QR or Technical specifications or any reason in the interest of WAPCOS Ltd. Preferably 1 month's advance notice shall be given to the enlisted vendors and during that period fresh Empanelment based on the revised QR & Tech specifications may be completed so that immediately after the cutoff date, procurement can take place based on the newly enlisted vendors, if required.
- v. Vendor is free to seek clarification / interpretation/ scope / similar item etc. before submitting the application for Empanelment.
- vi. After Empanelment, in the event of any change in status / credential, it will be the responsibility of the enlisted vendor to inform WAPCOS Ltd timely.

### **List of documents to be uploaded by vendor with application for Empanelment**

Applicants are required to upload following documents (digitally signed by the authorized signatory) as asked at different stages while submitting the application online.

#### **Important Advice:**

Please ensure that before starting “online filling of data and uploading documents” all the documents to be uploaded from the list (given below) are converted in PDF form and separate PDF file of each document are readily available.

This will help to complete the document uploading without any trouble.

<b>S.No.</b>	<b>Details</b>	<b>Documents to be uploaded</b>	<b>Document uploading</b>
1	Technical Criteria 1.1(ii)	<b>Annexure-D</b> along with work orders, invoices, completion certificates etc.	Mandatory
2	Technical Criteria 1.2	<b>Annexure-E</b> along with work orders, invoices, completion certificates etc.	Mandatory
3	Qualifying Requirements	<b>Annexure-F</b>	Mandatory
4	Technical Criteria 1.3	<b>Annexure-G</b> along with detailed Bio-data of manpower (each of Geotechnical Engineer / Geologist) and the proof of employment like PF statement for the period worked in the agency as on last date of receipt of application	Mandatory
5	Technical Criteria 1.4	<b>Annexure-H</b> along with certificate of ownership of equipments mentioned in the form	Mandatory
6	Financial Criteria 2.0	<b>Annexure-I</b>	Mandatory
7	Bank Guarantee for EMD	<b>Annexure-J</b>	Mandatory
8	Letter of Transmittal	<b>Annexure-K</b>	Mandatory
9	Undertaking with regard to blacklisting / non-debarment, by contracting agency	<b>Annexure-L</b>	Mandatory
10	No Deviation Certificate	<b>Annexure-M</b>	Mandatory
11	Integrity Pact	<b>Annexure-N</b>	Mandatory
12	Integrity Agreement	<b>Enclosure-1</b>	Mandatory

<b>S.No.</b>	<b>Details</b>	<b>Documents to be uploaded</b>	<b>Document uploading</b>
13	Litigation History, Liquidated Damages, Disqualification	<b>Annexure-O</b>	Mandatory
14	Undertaking with regard to Rule 144 (xi) in the General Financial Rules (GFRs), 2017	<b>Annexure-P</b>	Mandatory
15	Solvency Certificate	<b>Annexure-Q</b>	Mandatory

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

Ref..... Bank Guarantee No.....  
Date.....

To  
WAPCOS Limited  
Gurugram

Dear Sir / Madam,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto .....on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the amount..... of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. ..... (in words & figures).

(2) This Bank Guarantee will be valid upto .....; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

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

**WITNESS**

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)  
(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.....Dated.....

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

To,  
WAPCOS Limited  
Gurugram

**Sub: Empanelment of agencies for conducting Geotechnical (Subsurface) and Geological Investigation for various Projects across India**

Tender ID -  
Dear Sir,

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

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

Name and seal of Bidder

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

**UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT**

**Name of Work:**

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

To  
WAPCOS Limited  
Gurugram

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

Dear sir,

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

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

Name and seal of Bidder

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

To  
WAPCOS Limited  
Gurugram

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

Dear Sir,

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

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

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

Yours faithfully,

Signature, name and designation  
of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

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

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

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

Dear Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I**.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

**INTEGRITY AGREEMENT**  
**[To be submitted on Stamp paper of At least Rs.100]**

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

**BETWEEN**

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

**AND**

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

**Preamble**

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

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

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

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

**Section 1 - Commitments of the Principal**

**Obligations on Principal**

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

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

- a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the

**Signature of Tenderer**

**Signature of WAPCOS**

person is not legally entitled to.

- b) The Principal will, during the tender process treat all Contractor(s) /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) /Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

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

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

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

**Signature of Tenderer**

**Signature of WAPCOS**

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

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

- (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.

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

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

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

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

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

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

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

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

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

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

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

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

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**Signature of WAPCOS**

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

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

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

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

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

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

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

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

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

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

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**Signature of WAPCOS**

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

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

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

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

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

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

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

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

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

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**Signature of WAPCOS**

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

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

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

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

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

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

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

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

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

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

### **Section 9 - Other provisions**

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

**Signature of Tenderer**

**Signature of WAPCOS**

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

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

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

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

(6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement Pact, any action taken by the Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

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

Place  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

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

Place  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Annexure-O**

**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**  
[To be submitted on Bidder's Original Letter Head and should be notarized]

To  
WAPCOS Limited  
Gurugram

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

## LITIGATION HISTORY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2025 or currently in execution.

### 1. ARBITRATION CASES

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

### 2. COURT CASES

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

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

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

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

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

Yours faithfully,

(Signature, name and designation  
of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

**UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO  
RULE 144 (xi) IN THE GENERAL FINANCIAL RULES (GFRs), 2017**  
[On the letter head of the Organization]

**Name of work:**

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

To  
WAPCOS Limited  
Gurugram

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

Yours faithfully,

(Signature, name and designation  
of the Authorized signatory)

**Date:**

**Place:**

Name and seal of Bidder

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

To  
WAPCOS Limited  
Gurugram

**Name of the work:**

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

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

(Signature)  
For the Bank

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

**Note:**

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