



515, 5<sup>TH</sup> FLOOR , SHREE UGATI CORPORATE PARK, NEXT TO NEXA SHOWROOM,  
GANDHINAGAR –KOBA ROAD, KUDASAN, GANDHINAGAR, GUJARAT

**TENDER DOCUMENT FOR**

**APPOINTMENT OF AGENCY FOR CARRYING OUT  
MATERIAL TESTING (BOTH AT FIELD & LABORATORY)  
OF MATERIALS USED IN CONSTRUCTION WORK IN THE  
DISTRICT OF JUNAGADH UNDER SAMAGRA SHIKSHA**

**WAP/PROJECTS/GNR/MAT-  
TEST/JND/2026/02**

**January, 2026**

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## NOTICE INVITING TENDER (NIT)

**WAP/PROJECTS/GNR/MAT-TEST/JND/2026/02**

**Date: 02.01.2026**

WAPCOS Limited is a MINI RATNA-I, Public Sector Enterprise under the aegis of Union Ministry of Jal Shakti, incorporated on June 26, 1969, under the Companies act, 1956; WAPCOS is a technology driven consultancy and EPC organization with strong global presence in the field of Water, Power and Infrastructure sectors in India and Abroad.

WAPCOS Limited (A Govt. of India Undertaking) invites “Online Electronic Tenders” from reputed, competent and experienced firms/companies/agencies (here in after referred as “Bidder”) for **Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha.**

**The duration for the calling tender is 21 days (From date of publishing to last date of submission)**

The details are following:

1.	<b>Name of Work / Project</b>	<b>:</b>	<b>Carrying out Material testing (both at field &amp; laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha</b>
2.	Site / Location	<b>:</b>	Junagadh district
3.	Website for viewing tender	<b>:</b>	www.wapcos.co.in and <a href="https://gem.gov.in">https://gem.gov.in</a>
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	<b>:</b>	GeM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
5.	Estimated Cost of work	<b>:</b>	<b>Rs. 13,15,800/- excluding GST (Rupees Thirteen Lakh Fifteen Thousand Eight Hundred Only)</b>
6.	Tender Processing Fees	<b>:</b>	<b>Rs. 1,500/- (in form of Demand Draft in favor of WAPCOS Limited payable at Gurugram and it is non-refundable)</b>
7.	Earnest Money Deposit	<b>:</b>	<b>Rs. 26,500/- (in the form of Demand Draft/FDR in favor of WAPCOS Limited payable at Gurugram.)</b>
8.	Solvency Certificate		The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit the Solvency certificate with details of Financial Status i.e. Name of the Banker and current Solvency certificate (i.e. the Solvency certificate must have been issued after the date of publication of NIT & before the last date of submission and be addressed to the tendering authority quoting the name of the work. The certificate should carry the name, designation & power of attorney number of the bank official) Solvency certificate should be from Schedule Commercial Bank from Banker in original for a sum of at least 40% of the estimated cost i.e. Rs.5.26 Lakhs. The solvency certificate should be submitted in the original language each time and the Scanned copy of Solvency Certificate must be provided along with a bid in GEM without which the bid shall be rejected.
9.	Project Completion Period	<b>:</b>	<b>24 Months from the date of LOI</b>
10.	Validity of Bid/Tender	<b>:</b>	<b>180 Days from Bid Opening date</b>
11.	Site Visit	<b>:</b>	Mandatory

12.	Pre-Bid Meeting	:	No, Bidder can send their queries to wapcosgandhinagar@yahoo.co.in & wapcosrajkot@gmail.com before 2 days of tender submission date as mentioned in NIT.
13.	Last date & time of Procurement / download of tender Document	:	<b>23/01/2026 up to 17:00 hours (21 days from date of tender published)</b> As per the condition of GeM, the bidder must officially procure/ download the tender documents from the GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a> in order to bid before the date and time given for procurement.
14.	Offline Submission of Tender Fees and EMD etc. as detail in Tender for bidders.	:	“As per GeM Bid Document” in the office of Senior Project Manager (Western Region), WAPCOS Ltd., Gandhinagar
15.	Last date & time for online submission of Technical & Financial Bid	:	<b>23/01/2026 up to 17:00 hours</b>
16.	Online opening of Technical Bid	:	As per Gem Bid Document
17.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders
18.	Performance Security	:	3% (Three Percent only) of Contract value within 7 days from the issue of Letter of Award (LoA). (This security shall be in the form Demand Draft/Bank Guarantee of any Nationalized /Scheduled commercial Bank accordance with the prescribed form. (PBG will be returned after successful completion of work, to be submitted in <b>in favor of WAPCOS Limited payable at Gurugram</b> .
19.	Security Deposit	:	2.5% (Two-point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final Payment
20.	Release of security Deposit	:	Soon after the completion of works and issuance of the completion certificate.
21.	WAPCOS Communication address during Tendering and execution of works	:	<b>Senior Project Manager (W.R) WAPCOS Ltd,</b> 515, 5TH Floor, Shree Ugati Corporate Park, next to Nexa showroom, Koba - Gandhinagar Road, Kudasan, District: Gandhinagar, Gujarat – 382421 Email: - wapcosgandhinagar@yahoo.co.in Contact No. 079-23600292, 079-23600262, 079-23600252
22.	Price Adjustment	:	The rates quoted by the Bidder shall be firm & fixed
23.	Delay in completion	:	In the event of any delay in mobilization of manpower / machineries and completion of work in the specified completion time, a penalty of 0.5 % per day subjected to maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount

**Exemption in Tender document fee & EMD / Bid Security Declaration for registered Micro & Small Enterprises:** The companies who are registered with Micro & Small Enterprises under Government Store Purchase Program having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (**amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work**) are exempted from the submission of Tender document fee & EMD on submission of requisite proof in the form of valid certification from MSEs. Those Bidder have register with Micro & Small Enterprises and exempted for tender fee and EMD, should submit Bid Security Declaration. If the office of WAPCOS Limited, Gandhinagar happens to be closed on the last date and time mentioned for any of the events, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from the above specified website. 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, Drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on the website. The Bidder shall have to register

with <https://gem.gov.in> to participate in e-tenders.

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

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

The Employer reserves the right to reject any one or all the offers submitted in response to this advertisement without assigning any reason thereof.

### **IMPORTANT POINTS**

- i. Joint Venture / consortiums 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 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 people or entities submitting their Bid
- v. All information submitted in response to this Notice Inviting Tender (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. The subject Notice 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.
- vii. The Technical evaluation will be based on the similar work experience, reputation of the firm, establishment etc. of the applicant, their financial capabilities, quality consciousness, etc. Based on the details furnished i.e. eligibility criteria, the applicant will be appointed. The decision of WAPCOS regarding selection/rejection of agency will be final and binding and no further correspondence will be entertained. The selected agency will be informed through post/ mail.
- viii. The selected agency has to furnish security deposits as per Tender criteria. The security deposit which will remain interest free with WAPCOS for a period of 12 months from the date of appointment and will not be refunded under any circumstances before expiry of this period this amount should be remitted as **DD in the same of WAPCOS Limited, Gurugram.**

In case of any dispute, the decision of CMD, WAPCOS, will be final and binding on both parties.

***For and on behalf of WAPCOS LIMITED***

***Senior Project Manager (W.R)***

## **SECTION-I INSTRUCTION TO THE BIDDER**

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL**

### **1. THE SELLERS/ AGENCY SHALL FOLLOW THE LINK FOR READING THE TRAINING MODULE FOR GEM PARTICIPATION AS FOLLOWS**

<b>Sr. No.</b>	<b>Module</b>	<b>Link for Training Module</b>
1	Introduction to Seller/Service Provider Functionality	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>
7	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf</a>
8	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>
9	Bill of Quantities [BoQ] – Seller	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf</a>

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

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

## **2. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436  
(9:00 am - 10:00 pm Mon to Sat)  
Mail: helpdesk-gem@gov.in
- 4) Helpdesk Outbound No's : 07556681401, 07556685120, 01169095625

## **3. OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER**

The Bidder shall submit the Original Tender Document fee in the form of DD & EMD in the form of DD/FDR offline in sealed envelope.

## **4. MINIMUM REQUIREMENTS AT BIDDER'S END**

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

- Microsoft Internet Explorer 7.0 or above
- Digital Certificates

## **5. INSTRUCTION TO BIDDER**

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

- a) The Schedule of Quantity is given in the financial bid section. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b) Bidders are advised to quote their rates including the mobilization of equipment/ lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
- vi. 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.
- vii. 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.
- viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- ix. 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 Tender Document Fees & EMD and 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.
- x. 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 money deposit retention money/performance guarantee will be forfeited, and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- xi. 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.

## **6. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY DECLARATION**

The Earnest Money Deposit / Bid Security Declaration as mentioned in NIT and shall also be submitted in physical form in original. The Bid Security Declaration form should be submitted along with the TECHNICAL BID.

## **7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation & submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Ltd shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **8. LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

## **9. CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees only.

Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case the tender revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

## **10. ANNEXURES**

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

Annexure- I	:-	PERFORMANCE SECURITY
Annexure- II	:-	SAFETY CODES
Annexure - III	:-	BID SECURITY DECLARATION
Annexure – IV	:-	DRAFT CONTRACT AGREEMENT

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

**For & on behalf of Tenderer**

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT**

## **1. General Rules and Direction**

- 1) The entire work shall be carried out strictly as per specifications and workmanship manner and as per standard practice.
- 2) Any damage to the Existing property will be made good at Agency risk and cost.
- 3) Agency will make his own arrangements for travel, accommodation and boarding for his workmen at workplace.
- 4) WAPCOS will not be held responsible for payment of any compensation to the labor's engaged by the contractor. The contractor will pay all compensations etc. including accident compensations due to his labors.
- 5) Implements / materials required for the work shall be provided by the Agency. Existing property/materials shall not be used by the contractor.
- 6) The Agency shall follow all safety rules and security procedures that are in force during execution of work & comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments as the case may be that may apply to his case. And if necessary, get himself duly registered as required by the said acts, statutes, rules, regulations etc.
- 7) Agency to quote the rates including all material, labour, transportation, entry charges, octroi, loading, unloading and any other taxes & levies except GST which will be reimbursed at actuals. Any other charges incurred by the contractor but not payable as per this work order will not be paid / reimbursed.
- 8) The rate quoted by the bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.
- 9) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 10) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract
- 11) In tender, only the item rate quoted shall be considered. Any tender containing the percentage below/above the rates quoted is liable to be rejected.
- 12) All bidders must write the rates against each Bill of Quantity (BOQ) items very clearly & neatly. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case rate for any BOQ item is not entered, then the Quotation will be considered as incomplete and liable to be rejected at the discretion of WAPCOS.

## **2. Introduction**

WAPCOS Limited is “MINI RATNA” Public sector enterprise under the agency of the Union Ministry of Water Resources, River Development & Ganga Rejuvenation, and Government of India. The company was incorporated on June 26th, 1969, under the companies Act. 1956, and has been providing consultancy services in all facets of Water Resources, Power and Infrastructure Sectors in India and Abroad.

WAPCOS has been awarded Consultancy services for 3rd party technical supervision, monitoring & quality assurance of Civil Works in the district of Junagadh.

Under this project, WAPCOS intends to appoint an agency for Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha.

### **3. Scope of work Material Testing:**

Agency shall carry out Material testing (both at field & laboratory) of materials used in construction work and collecting concrete cube samples during the course of construction work.:

The bidder shall perform all works relevant as necessary to fulfil the objectives of the assignment..

- a) The agency must have well equipped laboratory for testing of building materials in Gujarat.
- b) The laboratory must be approved by government or accredited by NABL or ISO certified or Government approved or BIS approved.
- c) The agency must submit the list of equipment in the laboratory.
- d) The agency having facility of mobile testing laboratory shall be preferred.
- e) The agency shall have to make arrangement on his own to collect materials on various construction stages from various sites located in all talukas of Junagadh District.
- f) The testing of materials and concrete cube shall also be carried out in presence of concerned TRP/DPE/ WAPCOS.
- g) The materials & concrete cubes to be sent for testing to laboratory shall be properly sealed & Signed and sent along with forwarding letter.
- h) The quantity of samples to be sent for testing shall be as specified in relevant IS.
- i) Agency shall setup a quality control and quality assurance system in accordance with prescribed testing norms laid down in Bureau of Indian Standards (BIS).
- j) The testing reports should be submitted to WAPCOS just after completion of tests to avoid any delay.
- k) The test to be performed should be as per the BIS and other relevant IS Codes and reports shall be as per NABL.

The Agency shall timely carry out testing of materials after sampling, collecting random sample in all the talukas of Junagadh district in the presence of WAPCOS Engineer & SMC member/TRP/Contractor to ensure that specified quality. The test for each site shall be carried out which are listed below.

Sr. No.	Materials to be tested	Total No. of test	Class room, KGBVs, RMSA school/Hostel & Model Day School	MDM,CW & Toilet Block
1	Water	109	Y	Y
2	Cement	109	Y	Y
3	Sand	109	Y	Y
4	Kapachi & Metal	109	Y	Y
5	Brick/ C.C.Block/Bela Stone/ Aerated Block	56	Y	Y
6	Reinforcement- all diameter category bar	743	Y	Y
7	C C Cube	2343	Y	Y
8	Flooring Tiles	355	Y	-

While quoting rate the Bidder may consider quoting rates keeping in mind the collection of single sample or more as the case may be from the respective construction site. The sites are spread all across Junagadh district, Gujarat. Normally it is expected to furnish results of material testing within one month from the date of commencement of respective activity.

**Annexure – I**

<b>Sr. No</b>	<b>Building Material</b>	<b>Test to be Carried Out</b>
1	Water	Chemical analysis
2	Cement	(a). Consistency (b). Setting time (i). Initial (ii). Final (c). Fineness by specific surface (d). Compressive strength, N/mm <sup>2</sup> not less than i). 3 days ii). 7 days iii). 28 days (e). Soundness by lechatelier
3	Sand	(a). Silt content (b). Gradation, fineness Modules (c). Zoning tests (d) Sp. Gravity (e). Water absorption (%)
4	Kapachi & Metal (for RCC work)	(a). Specific gravity (b). Water absorption (c). abrasion (d) Impact value % (e). Gradation percent passing of IS sieves
5	Brick/ C.C.Block/Bela Stone	(a). Water absorption (b). Efflorescence (c). Compressive strength (d) Dimension
6	Aerated Block	(a). Compressive strength (b). Dimension (c). Block Density (d) Thermal conductivity (e). Drying shrinkage
7	Reinforcement– all diameter category bar	(a). Ultimate tensile strength (b). Yield stress (Proof stress) (c). Elongation
8	C. C. Cube	Compressive strength At 7 days At 28 days
9	Flooring tiles/Mosaic/Vitrified tiles	(a). Water absorption (b). Transverse Strength (c). Abrasion (d). Size (e). Surface quality

#### **4. *Mobilization and Demobilization of equipment & Personnel***

Mobilization & demobilization of equipment/tools & tackles and personnel to the project study area is at bidder's own cost and no separate payment shall be paid for mobilization & demobilization. The cost of this activity should be built in quoted rates of different items.

#### **5. *Report/ Deliverables***

All testing reports shall be submitted to WAPCOS within two days from date of collection of samples for testing in hard copy (2 sets) (more copy if required) & Soft copy on Letter head of Laboratory with Seal & Signature of the designated personnel of Laboratory. Comments if any, on the same shall be duly incorporated in the final testing reports. As per Instruction of Engineer In charges.

#### **6. *Period of Completion***

The Total duration for work is **24 months** to be reckoned from 3 days from the issue of Letter of Award/Award of work/Instruction of Engineer-In-Charge.

#### **7. *Security Deposit***

An amount equivalent to 2.5% (Two Point Five percent) of the total amount payable to the bidder shall be deducted progressively from each bill towards the security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after satisfactory completion of the project in all respect and obtaining of completion certificate from the client department authority, if required.

#### **8. *Performance Security***

Within 10 (ten) days of the receipt of the notification of award from WAPCOS, but not later than the date of the signing of the Agreement, the successful bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee/Demand Draft valid up to 365 days in addition to the duration of the work for an amount equivalent to 3% (Three Percent) of the accepted contract price, the performance security shall be in favor of **WAPCOS Limited, 76-C, Sector 18, Institutional Area, Gurgaon-122015, Haryana.**

**The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), as per details given below:**

Indian Overseas Bank NHB,  
Gurgaon Branch Code: 1935

IFSC code: IOBA0001935

Beneficiary: WAPCOS Limited

This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.

#### **9. *Release of Performance Security***

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

#### **10. *Variation***

It may be noted that quantities of work given in the schedule has been estimated as realistically as possible. There could be addition/deletion of quantities to be executed as and when required during

the execution of the works and site conditions. The deviation/variation is allowed 10% in quantities given in the schedule of work. Accuracy of work will be randomly checked by WAPCOS Site Engineer.

## **11. Phasing of Payment**

<b>1</b>	Completion of field & laboratory related activities and submission of Testing reports readable or as desired by WAPCOS (in soft & Hard copy) and after receipt of payment from Client.	90% of the corresponding contract value of the work executed.
<b>2</b>	On completion of work of site and after received of completion certificate from client	10% of the corresponding contract value of the work executed.

## **12. Terms of Payment**

All the payments will be made on the basis of actual quantity of work executed and as per the unit rate quoted in the price bid after receipt of original tax invoices along with relevant documents from the date of certification by the Engineer-In-Charge and will be made on back-to-back basis i.e. on receipt of corresponding payment from our principal employer/client. No extra amount will be paid over and above the executed work. GST payment will be made on submission of GST paid proof/ challan. WAPCOS Limited will not pay any amount as advance to the selected bidder.

The payment shall be made in Indian Rupees only. The Whole of the quantity mentioned may not be executed as per the requirement of the projects. No additional payment will be allowed above the rates quoted on any account. The Bidder shall quote the amount inclusive of GST.

## **13. Back-to-Back Payment**

The Associate/Sub-Consultant /Sub-Contractor acknowledge that under the present Contract/Agreement/Work Order/ arrangement, WAPCOS is only working as intermediary between GWSSB, Gandhinagar being Principal Employer / Client and Associate/Sub-Consultant/Sub-Contractor. Thus, the Associate/Sub-Consultant /Sub- Contractor unconditionally acknowledges that the payment under the present Contract/Agreement/Work Order/ arrangement shall be made proportionately by WAPCOS only on back-to-back basis i.e., after 21 days subject to receipt of payment from Principal Employer / Client. The Associate/Sub- Consultant /Sub-Contractor also unconditionally agree that in the event the payment or part thereof under the present Contract/Agreement/Work Order/ arrangement is not received from GWSSB, Gandhinagar (Principal Employer / Client, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to associate/Sub Consultant /Sub Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/ arrangement between the parties.

## **14. Programme**

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

## **15. Contractors Superintendence and Obligations**

The Contractor/Bidder shall intimate the employer within 7 (seven) days, the name of the authorized person with contact number, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting

of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

## **16. Income Tax**

The Bidder /Contractor shall be liable for payment of Contractor's Tax in lieu of income tax as per relevant section of Income Tax Act applicable under the rules of Govt. of India. Deduction towards income tax shall be made from gross amount of every interim payment certified by the Engineer-in-Charge.

## **17. Accidents or Injury to Workmen**

WAPCOS shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Agency or any sub-Agency. The Agency shall indemnify and keep indemnified WAPCOS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

On the occurrence of accident arising out of the Works which result in death, or which is so serious as to be likely to result in death, the Agency shall, within twenty-four hours of such accident, report in writing to the Engineer-in-Charge and other statutory bodies of the Government the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the Works involving injuries to people or damage to property other than that of the Agency shall be promptly reported to the Engineer-in-Charge and other statutory bodies of the Government stating clearly and in sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the Agency shall indemnify WAPCOS against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by WAPCOS as a consequence of failure to give notice or failure to conform to the provisions of any Act in regard to such accidents.

## **18. Insurance against Accident to Workmen**

The Agency shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Agency, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Agency shall have insured against the liability in respect of such persons in such manner that WAPCOS is indemnified under the policy, but the Agency shall require such sub-Agency to produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

## **19. Liquidated Damages for Delay**

The Liquidated damages penalty will be charged for all delays due to the fault of the Agency at the rate of 0.5 % of contract value per day or part thereof beyond the stipulated period of completion including authorized extensions if any, subject to a maximum of 10% of the contract value.

## **20. Arbitration**

In the event of any question, dispute or difference arising out of or in connection with the work under this agreement, whether during the progress of the work or after its completion, abandonment or breach of Contract, the parties agree to promptly negotiate a reasonable settlement thereof amicably. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the matter shall be referred for Arbitration, for which purpose the CMD, WAPCOS shall be the sole Arbitrator, whose decision shall be final and binding on both the parties.

Any dispute, controversy or claims arising out of or relating to the work or the breach, termination or invalidity thereof, shall be settled through the 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 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 has 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-Agency 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.”

## **21. Shortfall Documents**

WAPCOS may ask the bidder for submission of additional documents if required in case of shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD and tender/bid processing fee. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted they will not be considered by WAPCOS.

## **22. Corrections of Errors in Bids**

Bids will be checked for any arithmetical error and will be corrected by WAPCOS irrespective of concurrence of the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security will be forfeited. Rate written in word shall be accepted for finalizing the bid rate.

## **23. Termination of Contract and payment upon Termination**

### **23.1 Termination of Agreement for failure to commence Services:**

If the Agency does not commence the Services within the 14 days period after award of the works, WAPCOS may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void. If the services of the Agency are not found satisfactory, the Contract can be terminated without citing any reason & set the work done at the risk and cost of the Bidder.

### **23.2 Payment upon Termination**

Upon termination of this Agreement WAPCOS shall make the only payments to the Agency corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from the Agency to WAPCOS). No payment whatsoever for incomplete stage of work shall be made to the Agency.

## **24. Responsibility for Accuracy of Project Documents:**

The Agency shall be wholly responsible for accuracy of the data collected by them directly or produced from other agencies/ authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. They shall indemnify the Authority against any inaccuracy in the work that might surface during implementation of the projects. The Consultant will be responsible for all the corrections at their own cost and risks, the drawings, including survey/investigations and correcting layouts etc if required during the execution of the services.

The Agency shall be fully responsible for all accuracy of designs and drawings of all the components involved in the projects and fully checked by the Senior Engineer after completion of drawings & designs. All the designs, drawings, reports and other documents etc. prepared by the Agency shall be signed by its Team Leader and the specialist concerned.

## **25. Blacklisting policy**

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

***"The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/ consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form-D. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work."***

## **26. Penalty Clause**

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. WAPCOS Gandhinagar may review, monitor, and check the work carried out by the consultant. If such checks disclose that the work carried out by the

consultant does not meet the specified requirements, WAPCOS may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interlaid promptly re-do such engineering services at no additional cost to WAPCOS. In addition, WAPCOS may impose a penalty limited to 10% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion. For any delay in services, WAPCOS may impose a penalty of 0.5 % per day on the successful bidder up to the maximum 10% of total contract value. Thereafter, WAPCOS may terminate the contract with the successful Bidder.

## **27. Public Procurement (Preference to Make in India)**

The bidder must comply with Order Nos. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The details are available on the ministry website.

Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost account ant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

The Order is applicable for procurement by Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

The margin of purchase preference shall be 20%. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under:

- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

## **28. 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 defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

The order is available on the Ministry of Finance Department of Expenditure Public ProcurementDivision website.

## **29. Abstract of Quantities**

Sr. No.	Test	Unit	Total No. of test	Testing charges per test (in Rs.)	Amount (in Rs.)
1	Water	No.	109		
2	Cement	No.	109		
3	Sand	No.	109		
4	Kapchi & Metal	No.	109		
5	Bricks / C.C Block / Bela Stone / Aerated block	No.	56		
6	Reinforcement	No.	743		
7	C.C. Cubes	No.	2343		
8	Flooring Tiles Mosaic / Vitrified tiles / Kota Stone	No.	355		
<b>Total</b>					

### **Note: -**

- The quoted rate shall be inclusive of all taxes except GST as applicable and shall be paid extra.
- Visit charges, transportation charges, DA, out-of-pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visiting places and work site till the scope of work is completed. All the above charges shall be considered in the fee quoted under the price bid.
- The Rates include the cost of tools, equipment, mobilization, demobilization, pontoon, machinery etc. at any place of Gujarat.
- The Quantity may vary  $\pm 10\%$  as per site condition & requirements
- WAPCOS Limited will not pay any amount as advance to the selected bidder.
- No additional payment will be allowed above the rates quoted on any account.
- Payment shall be made to the agency on receipt of the payment from the client (Back-to-Back basis)

## **25. CORRUPT AND FRAUDULENT PRACTICES POLICY**

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance. By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) "it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Moreover, the Agency requires including in the Bidding Documents and Agency financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

Reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anticompetitive practices in view of being awarded the contract.

Declare mis-procurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory

to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

a) Corruption of a public officer means:

The act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or The act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

b) A "public officer" shall be construed as meaning

Any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies. Any other person who performs a public function, including for a state institution or a State-owned company, or who provides a public service. Any other person defined as a public officer by the national laws of the Employer.

c) Corruption of a private person means:

The act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal

offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

- e) Anti-competitive practices mean:

Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.

Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.

Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **General Conditions of Contract**

- 1) The entire work shall be carried strictly as per specifications and workmanship manner and as per standard practice.
- 2) Any damage to the Existing property will be made good at Agency risk and cost.
- 3) Agency will make his own arrangements for travel, accommodation and boarding for his workmen at work place.
- 4) WAPCOS will not be held responsible for payment of any compensation to the labour's engaged by contractor. Contractor will pay all compensations etc. including accident compensations due to his labours.
- 5) Implements / materials required for the work shall be provided by Agency. Existing property/materials shall not be used by the contractor.
- 6) The Agency shall follow all safety rules and security procedure that are in force during execution of work & comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments as the case may be that may apply to his case. And if necessary, get himself duly registered as require by the said acts, statutes, rules, regulations etc.
- 7) Agency to quote the rates including all material, labour, transportation, entry charges, octroi, loading, unloading and any other taxes & levies except GST which will be reimbursed at actuals. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed.
- 8) The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.
- 9) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 10) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract
- 11) In tender, only item rate quoted shall be considered. Any tender containing the percentage below/above the rates quoted is liable to be rejected.
- 12) All bidders must write the rates against each Bill of Quantity (BOQ) items very clearly & neatly. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case rate for any BOQ item is not entered, then the Quotation will be considered as incomplete and liable to be rejected at the discretion of WAPCOS.

**Section-III**  
**SELECTION AND QUALIFYING CRITERIA**

## 1. **QUALIFYING CRITERIA: (ONLINE TECHNICAL BID SUBMISSION)**

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

The Technical bid shall be uploaded with colored scanned copies of the following documents from Sr. No. 1 to 17. All the documents must be Serial wise as stated below along with a checklist.

### **Format of Checklist**

**(To be submitted along with the Technical Bid) (Please Check the Box)**

No.	Particular of Document	Yes/ No	Page No.
1	Original Authorization Letter to sign the Tender or Power of attorney		
2	<b>Scanned copy of Tender Fee and EMD</b> of amount as mentioned in NIT.  <b>Exemption in Tender document fee &amp; EMD for registered Micro and Small Enterprises only under MSE:</b> The companies who are registered as Micro and Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" ( <b>amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work</b> ) are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSME.		
3	Letter of Transmittal on bidder letter head to submit Technical Bid ( <b>Form-A</b> )		
4	The average annual Turnover of the agency shall be at least 50% i.e. Rs. <b>6.58 Lakhs (Rupees Six Lakh Fifty-Eight Thousand Only) in the last three financial years ending on the financial year 2024-25</b> . The Bidder should not have incurred any loss in more than 2 years in the last five financial years ending on 2024-25. Attested by the independent Chartered Accountant. <b>The requisite certificates must be certified by the statutory auditor of the firm/company. Any such certificate (i.e., Turnover/profit/loss certificate/form) must carry the UDIN (Unique Document Identification Number).</b> Bidder shall attach the Balance sheets of Last 5 years duly certified by CA for the last Five Years. ( <b>Form -B</b> )		
5	<b>Solvency Certificate:</b> The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit the Solvency certificate with details of Financial Status i.e. the Name of the Banker and current Solvency certificate ( <b>i.e. the Solvency certificate must have been issued after the date of publication of NIT &amp; before the last date of submission and be addressed to the tendering authority quoting the name of the work. The certificate should carry the name, designation &amp; power of attorney number of the official bank</b> ) Solvency certificate should be from Schedule Commercial Bank from Banker in original for a sum of at least 40% of the estimated cost i.e. <b>Rs. 5.26 Lakhs (Form-F)</b> . <b>The solvency certificate should be submitted in the original language each time</b> and the Scanned copy of Solvency Certificate must be provided along with bid in GEM without which the bid shall be rejected.		
6	Name, Address, details of the Organization, Name(s) of the Owner /Partners /Promoters and Directors of the firm / company. ( <b>Form-C</b> )		
7	Copy of PAN Number		

No.	Particular of Document	Yes/ No	Page No.
8	<b>Copy of GSTIN No.</b> Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, the bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, the bidder will give undertaking on bidder letter head stating that they will get registered in GST as per the Govt. norms before submission of bills.		
9	Copy of Business Current Bank Account Number/ Cancelled cheque from Nationalized or scheduled bank. This bank account number is to be used for business transactions for this tender/work.		
10	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. <b>Joint Ventures are not accepted.</b> Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. NOTE: Proprietor firms shall submit registration details or shall submit the copy of the relevant page of Passbook for the Current Account in the name of Proprietor Firm.		
11	<p>The bidder should also have satisfactorily completed similar type &amp; nature of works with Govt. department/semi- Govt. department or with State Govt. department or with other PSU as mentioned below during the last seven years ending year <b>2024-25 (Form-D)</b></p> <p><b>Eligibility Criteria:</b></p> <p>a) The Similar work for value of one similar work of 80% of estimated tendered value <b>Rs. 10.52 Lakhs</b> during the last 7 years. or</p> <p>b) The Similar work for value of two similar works of 50% of estimated tendered value <b>Rs.6.58 Lakhs</b> during the last 7 years. or</p> <p>c) The Similar work for value of three similar works of 40% of the estimated tendered Value <b>Rs.5.26 Lakhs</b> during the last 7 years.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. "Similar work" refers to the scope of work (i.e. Material testing works) as mentioned in this tender documents.</li> <li>2. Bidders should have sufficient experience in carrying out Material testing works.</li> <li>3. The value of similar works will be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion of the work to the last date of submission of bids.</li> <li>4. The bidder has to submit a work completion certificate for the completed work. The laboratory must be approved by government or accredited by NABL or ISO certified or Government approved or BIS approved.</li> </ol>		

No.	Particular of Document	Yes/ No	Page No.
<b>12</b>	List of equipment available along with their specifications and present deployment and make		
<b>13</b>	Consent Letter to execute the integrity Pact. ( <b>Form-E</b> ).		
<b>14</b>	Undertaking regarding Blacklisting/Non-Debarment ( <b>Form-G</b> ).		
<b>15</b>	Undertaking to be furnished on Company Letter Head with regard to Rule 144 (Xi) in the General Financial Rules (GFRs), 2017. The format of undertaking is as per ( <b>Form-H</b> ).		
<b>16</b>	Bidder shall submit Information on litigation history in bidder Letter Head ( <b>Form-I</b> ).		
<b>17</b>	<p>Mandatory site visit condition:</p> <p>i. Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of tender and the last date of submission of bid on GeM portal) and upload a self-certified site visit certificate as per format given as Letter of understanding the project site on bidder letter head (<b>Form-J</b>).</p> <p>ii. <b>21.507806263880596, 70.46744654312945</b></p> <p>iii. Bidder must also upload at least 01 No. of the Photograph containing his/her own photograph in front of the existing permanent structure at the Project site.</p> <p>Bidders who fail to submit / upload the self-certified site visit certificate and the requisite no. of photographs in the manner as described under Sr. No. (i), (ii) above on the Portal along with the bid documents, will be treated as technically disqualified.</p>		

No information relating to financial terms of services should be included in the Technical Bid Submission. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non - compliant with the requirement or work, it may be rejected. At any point of time, If WAPCOS finds out that any detail or information submitted by the Bidder is false or wrong, then bidder would not be allowed to work further.

## **2. OFFLINE SUBMISSIONS OF DOCUMENTS**

**The Bidder shall submit the following Document offline also.**

i) Hard Copy of Tender fee in the form of **DD**, EMD in the form of **DD/ FDR** in sealed envelope clearly labelled as “**ORIGINAL TENDER FEE & EMD for “Appointment of Agency for Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha”** along with Details of Bidders Address, Phone, E-mail on Envelope. WAPCOS shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection.

*ii) Hard copy submission is required for Tender Fee & EMD.*

iii) WAPCOS shall open the Technical & Financial Proposals on GEM only and as per NIT. So physical copies of Technical and Financial proposals are not required.

**NOTE:** The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in Notice Inviting Tender (NIT) as per date & time mentioned in NIT otherwise bids are liable to be rejected.

## **3. BID EVALUATION:**

- i) From the time the Bids are open to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.
- ii) The evaluation committee shall evaluate the technical proposals (Bids) based on their responsiveness to the qualifying criteria, sub criteria etc. or as specified in Section-III of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- iii) After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who qualified technically in the submitted technical proposal and shall notify those bidders whose proposals did not meet the minimum qualifying criteria through GeM and were considered non-responsive to the assignment, and their financial proposals along with submitted EMD will return at the address mentioned by the bidders.
- iv) Financial Bid of the successful qualified bidders shall be opened in the presence of the Bidders representatives who choose to attend. The Technically Qualified Agency who has quoted the least cost (L-1) shall be selected for award of work.

## **4. CONTENTS OF FINANCIAL BID**

The Financial Bid should be uploaded separately along with the technical bid before the last date & time of submission of Tender Document.

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and Non-scheduled items as per the standard practice. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor. The Goods and Services Tax (GST) shall be paid extra over quoted cost to the contractor.

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST) shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The quoted amount by contractor shall be firm and fixed for 12 months. The contract may be extended, according to the direction of authority, in this case the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor quote the rate accordingly.

***Do not submit any financial bid information at the time of submission of offline submission of technical bid otherwise, it will lead to rejection of bid.***

##### **5. OPENING OF FINANCIAL BID**

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

**For & on behalf of Tenderer**

## **Section-IV FORMS**

## **FORM 'A'**

### **LETTER OF TRANSMITTAL (TECHNICAL BID)** [To be submitted on Bidder's Original Letter Head]

No.

Date:

From:

[Name & Address of the Bidder]

**To**

**Senior Project Manager (W.R)**

**WAPCOS Ltd,**

515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Show-roon, Koba- Gandhinagar  
Road, Kudasan, District: Gandhinagar, Gujarat-  
382421

**Subject: Submission of Application for \_\_\_\_\_(Mention Name of the work)**

**Reference: NIT Number..... and Date of Publishing NIT.....**

Sir,

Having examined the details given in online notice for the above work, I/we hereby submit there levant information.

1. I/We hereby certify that I / we have read the entire terms and conditions of the NIT and I / we shall abide by the terms / conditions / clauses contained therein.
2. I/We hereby unconditionally accept the conditions of above-mentioned NIT document(s) in its totality/entirety.
3. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
4. I/we hereby certify that all the statement made, and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
5. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

Seal of bidder Name &  
Signature(s) of Bidder(s)  
Representative

**FORM 'B' FINANCIAL INFORMATION**

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

S. No	Years	Annual turnover (in Lacs)	Annual Average Turnover of Last Three Years in Lacs	Profit after Tax (+/-) in lacs
1	2024-2025			
2	2023-2024			
3	2022-2023			
4	2021-2022			
5	2020-2021			

***Note: To be obtained from CA.*****Signature of Bidder(s)  
(With Seal)**

Note:- Attach Balance sheet of 5 Financial Years to support the above-mentioned figures.

**FORM "C" STRUCTURE & ORGANISATION**

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

No.	Particulars	Details Submitted by Bidder
<b>1</b>	Name & address of the bidder	
<b>2</b>	Telephone no./Telex no./Fax no.	
<b>3</b>	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
<b>4</b>	Names and titles of Directors & Officers with designation to be concerned with this work.	
<b>5</b>	Name, Designation, Email id & Mobile Number of Authorized Signatory	
<b>6</b>	Has the bidder, or any constituent partner in case of Partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
<b>7</b>	Any other information considered necessary but not Included above.	
<b>8</b>	Details of NSIC & MSME Registration Details	
<b>9</b>	Copy of PAN Card	
<b>10</b>	Copy of GSTIN Registration Certificate	

Name & Designation of  
Authorized Signatory

Signature

**FORM 'D'**  
**List of Eligible Works in the last 7 Years**  
**[To be submitted on Bidder's Original Letter Head]**

Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along-with LOI(s)/ W.O(s) from respective Owner (s)/ Client (s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job (s) executed during Seven years.

***Please include maximum 5 eligible projects.***

S. No	Name of Work	Name of Client	Completion Year	Value of Work (in lacs)
1				
2				
3				
4				
5				

Name & Designation of  
Authorized Signatory  
Signature

**Form 'E'**  
**PRICE SCHEDULE**  
*(To be filled in BoQ and Uploaded online Only)*

<b>Sr. No.</b>	<b>Test</b>	<b>Unit</b>	<b>Total No. of test</b>	<b>Testing charges per test (in Rs.)</b>	<b>Amount (in Rs.)</b>
1	Water	No.	109		
2	Cement	No.	109		
3	Sand	No.	109		
4	Kapchi & Metal	No.	109		
5	Bricks / C.C Block / Bela Stone / Aerated block	No.	56		
6	Reinforcement	No.	743		
7	C.C. Cubes	No.	2343		
8	Flooring Tiles Mosaic / Vitrified tiles / Kota Stone	No.	355		
<b>Total</b>					

**Note: -**

- The quoted rate shall be inclusive of all taxes except GST as applicable and shall be paid extra.
- Visit charges, transportation charges, DA, out of pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visit places and work site till the scope of work is completed. All the above charges shall be deemed to be considered in the fee quoted under the price bid.
- The Rates are including cost of tools, equipment's, mobilization, demobilization, pontoon, machinery etc. at any places of Gujarat.
- The Quantity may vary +10% as per site condition & requirements
- WAPCOS Limited will not pay any amount as advance to the selected bidder.
- No additional payment will be allowed above the rates quoted on any account.
- Payment shall be made to the agency on receipt of the payment from the client (Back-to-Back basis)

**Authorization Sign and Seal of Bidder**  
**Date:**

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

To,  
WAPCOS LIMITED,  
76-C, Sector-18, Institutional Area,  
Gurgaon-122015, Haryana.

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

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,

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

Place:

***Name and seal of Bidder***

**FORM- "G"**  
**SOLVENCY CERTIFICATE**

***Date:***

To,  
**Senior Project Manager (W.R)**  
**WAPCOS Ltd,**  
515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar Road,  
Kudasan, District: Gandhinagar, Gujarat-382421

Name of Work: - Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha \_\_\_\_\_

This is to certify that to the best of our knowledge and information that M/s./ Sh ..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature with POA No.)  
For the Bank

**NOTE:**

1. Banker's certificates should be on the letter head of the Bank addressed to tendering authority.
2. In case of a partnership firm, the certificate should include names of all partners as recorded with the Bank.

**FORM- “H”**

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

**UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT**

Name of work:

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

To,

**Senior Project Manager (W.R)**

**WAPCOS Ltd,**

515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar Road,  
Kudasan, District: Gandhinagar, Gujarat-382421

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

For \_\_\_\_\_

Authorized Signatory

Date:

***FORM- "I" (300 Rs. Stamp paper duly Notarized)***

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

Name of work:

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

To,  
***Senior Project Manager (W.R)***  
***WAPCOS Ltd,***

515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar Road,  
Kudasan, District: Gandhinagar, Gujarat-382421

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

For\_\_\_\_\_

Authorized Signatory

Date:

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

To,  
**Senior Project Manager**  
**(W.R)WAPCOS Ltd,**  
515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar  
Road, Kudasan, District: Gandhinagar, Gujarat-  
382421

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

It is hereby declared that our firm (Name of firm with address -----) is 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**

**FORM- “K”**

**FORMAT FOR UNDERSTANDING THE PROJECT SITE**

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

**To,**

**Senior Project Manager (W.R)**

**WAPCOS Ltd,**

515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar  
Road, Kudasan, District: Gandhinagar, Gujarat-  
382421

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

Sir,

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

- a) Topography of the area
- b) Ground conditions, Site clearance at the site of work
- c) Soil & rock conditions at the site of work
- d) Availability of water & electricity
- e) The existing roads and access to the site of work
- f) Climatic conditions
- g) Methodology to be adopted for successful completion of work
- h) Nature of the ground & sub-soil of the site, Ground water level at work site and accessibility to the site
- i) Hindrances, if any, which may arise during the execution of work

I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderer & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

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

I/We have quoted my/ our rates for each of the items in “Schedule of Items”.

Yours faithfully,

(Signature, name and designation of  
the Authorized signatory)

Date:

Place:  
of Bidder

Name and seal

**Enclosure- I (300 Rs. Stamp paper  
duly Notarized)**

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND**

(Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the..... (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**PREAMBLE**

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for.....

(Name of work) hereinafter referred to as the "Contract".

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

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

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

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

adhere to the highest ethical standards, and report to the WAPCOS 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) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner 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 names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence 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 WAPCOS 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).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner 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 Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- (2) Forfeiture of EMD: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit Performance Guarantee of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (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 Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

#### **Article 6: Duration of the Pact**

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

#### **Article 7: Other Provisions**

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

(6) It is agreed term that a person signing Integrity Agreement / Pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

#### **Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....  
(For and on behalf of Principal / Owner)

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

#### **WITNESSES:**

1.....  
(Signature, name and address)

2.....  
(Signature, Name and address)

Place: Date:

## **Section-V ANNEXURES**

**ANNEXURE I**  
**FORM OF PERFORMANCE GUARANTEE**

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

In consideration of \_\_\_\_\_ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting in to a contract valued at Rs. (Rupees only) for \_\_\_\_\_ (name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (3 % of the said value of the Contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees only) as aforesaid at any time up to \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its

obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the

Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association, or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney / Post Approval Authorization dated of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without any deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

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

Notwithstanding anything contained herein

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi

## **ANNEXURE II**

### **SAFETY CODES**

1.1 The purpose of the present document is to outline the minimum safety requirements applicable to personnel, equipment and facilities during erection, pre-commissioning and commissioning activities of OWNER / CONSULTANT Construction Sites. Constructing safe structure and providing safe working environment to the personnel is a vital factor in successful construction business. Safety and health are as much as part of effective project planning and control as the cost, schedules, procurement and quality. Indeed, they are all closely interrelated. Productivity, safety and quality can move forward in close proximity.

#### **1.2 OBJECTIVES**

OWNER/CONSULTANT Site Management has following main objectives regarding safety at site.

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

#### **2.0 GENERAL**

- 2.1 These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.
- 2.2 OWNER/CONSULTANT will assist Contractors in any practical way to facilitate safe working and requires full co-operation in observing these rules.
- 2.3 The rules for Health and Safety specified herein are in no way intended to relieve the Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.
- 2.4 In all matters arising in the performance of the Contract, the Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.
- 2.5 The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.
- 2.6 The Contractor's representative on Site shall communicate details of these rules for Health, Safety and Environment to all Contractors' employees and to all Subcontractors and Subcontractors' employees employed on the Site.
- 2.7 The requirements of the Client/Owner's existing Site Rules/Regulations form part of the Contract and in the case of conflict between the OWNER/CONSULTANT'S rules, the highest standard shall be applied.
- 2.8 At the tender stage OWNER/CONSULTANT will require to see a copy of the Contractor's

policy, organization and arrangements for the Health and Safety at Work. The Contractor shall have submitted complete documents Health and Safety Questionnaire. Contractor shall deploy safety officer of adequate experience at each work site or during each shift including Sunday/holiday with approval of EIC/Owner.

### **3.0 SITE HEALTH, SAFETY AND ENVIRONMENT INDUCTION**

**3.1** All personnel shall receive OWNER/CONSULTANT and Contractors' site Health, Safety and Environment induction before they commence work on site. The induction shall comprise information on the various hazards which they may come into contact with, instructions on the site emergency procedures, warning and alarm systems, and permit to work system, first aid locations, welfare facilities, access routes and project specific rules.

**3.2** It is the responsibility of the Contractor to familiarize all new personnel to the Project on the actual location of muster points, fire alarm points, first aid stations and the like.

### **4.0 DEMARCTION**

**4.1** Construction personnel are restricted to the construction areas shown on the Contract Drawings. Any personnel found on/in or interfering with the existing works/plant, without permission, will be dismissed from site. Any work outside of these areas may only be carried out with the written agreement of OWNER/CONSULTANT.

Before any work is started on the site, the Contractor's representative shall report to OWNER/CONSULTANT, who will confirm to the Contractor's representative, the limits of the working area(s) and shall be informed of any special requirements appertaining thereto.

### **5.0 ACCESS TO THE CLIENT'S FACILITIES/BUILDINGS**

**5.1** The Client's Facilities, including the canteen/cafeteria and toilets shall not be used by Construction Personnel.

**5.2** Construction Personnel shall not enter any of the Owner's building unless escorted by a member of the OWNER/CONSULTANT'S staff (or working with prior agreement to Owner's Permit to Work System).

### **6.0 BEHAVIOR ON SITE**

**6.1** All Contractors' personnel shall treat everyone with respect and will refrain from any sexually suggestive or abusive comments or behavior.

### **7.0 SMOKING, EATING AND DRINKING**

**7.1** Smoking, eating and drinking is allowed in designated areas.

### **8.0 DRUGS AND ALCOHOL**

**8.1** The possession or use of illicit drugs and alcohol on site is not permitted. Anyone who is found, or suspected to be, under the influence of either will be removed from site (subject to the Contractors' disciplinary procedure).

**8.2** Anyone taking prescriptive drugs shall advise their employer, in particular those drugs that may impair their performance. Their employer may make arrangements to assign them to

more suitable work but shall ensure that the OWNER/CONSULTANT Construction manager is informed without delay.

## **9.0 PERMIT TO WORK SYSTEM**

- 9.1** All construction works will be carried out under a permit to work system. It is designed to protect personnel and plant and consists of an organized and predefined safety procedure. It forms a clear record of all foreseeable hazards which have been considered in advance of construction operations.
- 9.2** The identities of the permit “Issuing Authority” will be OWNER and the “Permit Acceptor” will be the Contractor.
- 9.3** The following types of permits will be issued:
  - Clearance Certificate - all other permits are invalid without this Certificate, (this certificate can be used for general work).
  - Excavations Work Permit.
  - Working at Height work Permit.
  - Road Closure Work Permit.
- 9.4** Written requests for permits must be submitted to Owner at least twenty-four hours in advance and the permits will be issued daily. Permits shall be given to Safety Officers of the contractor, by representatives authorized by Owner in approved formats.

## **10.0 ACCESS, SITE PASSES AND SECURITY**

### **10.1 Passes**

All personnel and vehicles shall enter and leave the site via the entrance authorized for construction personnel and traffic. Contractors' employees shall not enter any part of the site other than for the purpose of carrying out the Works. All personnel shall be issued with a site pass. The site pass must be carried (or displayed on the pass holder's lapel) at all times. Details of all personnel requiring site passes shall be submitted to OWNER/CONSULTANT at least seven working days in advance of the planned start-on-site date. Site passes shall be submitted for inspection on entering or leaving the site, or when requested for inspection by OWNER / CONSULTANT or Security.

Loss of site passes must be reported immediately to Owner/Consultant. Lack of a site pass may mean delay at the site entrance. Owner/Consultant shall not accept any responsibility for lost time or costs incurred.

On completion of their assignment, or termination or their employment, all personnel will return their site pass to Owner or Owner representative/ Owner authorized personal.

### **10.2 Security**

The security of Contractor's plant, tools, equipment, materials (including free issue materials properly handed over by Owner/Consultant) are the responsibility of the Contractor. It is the Contractor's responsibility to satisfy themselves that the security arrangements in existence on the site are adequate. The Contractor shall provide any other security measure that he deems necessary for the control and security of Contractor owned equipment and plant, including

for free-issue plant and materials, both within the site establishment area and the working areas on the site.

Owner accepts no liability for any loss, damage or deterioration to the Contractor's plant tools equipment and materials.

Owner reserves the right to search at random all personnel, any Contractor's employee, or employees of its servants, agents, Contractors or any vehicle entering or leaving the site. Any package or container being taken into or out of the site may be opened and inspected by security staff or any other persons authorized by Owner/Consultant to make such a search or inspection.

It is the Contractor's obligation and responsibility to ensure that OWNER / CONSULTANT right to search and inspect persons and property, extends to and is brought to the attention of all his personnel.

Personnel shall give all possible assistance and make available any facilities required to assist OWNER/CONSULTANT and the Police in pursuance of the prosecution of any person(s) responsible for alleged malicious damage or loss to the Works or existing installations.

Owner shall not accept any responsibility for the loss or damage of personal effects. The security and safekeeping of personal effects is the responsibility of each individual.

- 10.3** Construction personnel will not be admitted to the Construction Areas unless they have undergone Owner/ Consultant's induction and received a security pass. **No Induction, No Pass, No Access to the Site**
- 10.4** OWNER/CONSULTANT reserves the right to deny access to the Construction Site/Areas and/or the Construction Car parks to any person, or vehicle.
- 10.5** Individuals may be excluded from and refused future entry to the Site and/or Construction Areas for any breach of Safety or Security Rules or exceeding the speed limit (20 mph on roads leading to the site off the public highway and 5 mph in the construction area).
- 10.6** No plant/skips waste or materials may leave the Construction Area without the clearance of OWNER/CONSULTANT.
- 10.7** The taking of photographs on the site is prohibited.
- 10.8** Vehicles with children under the age of 18 years or animals onboard will not be allowed access.
- 10.9** Visitors will only be allowed by appointment (two days' notice to the OWNER/CONSULTANT is required). Visitors shall be accompanied by a member of the Contractor's team (who has received Health, Safety and Environment Induction) at all times. The visitor will have to obtain a visitor's pass and be collected from and returned to the main gate.
- 10.10** Each Contractor will keep a daily register of who is on site. The register will record name, pass number, time-in and time-out (records on timeclocks will not be permitted). This information shall be used to check personnel (roll call) in the event of an emergency.

## **11.0 PARKING, DELIVERIES AND VEHICLE PASSES**

- 11.1** Contractors' personnel shall not be allowed to park any vehicle on the main car park or site. All contractors shall park in the Contractors' Temporary Car Park.
- 11.2** The Contractor shall arrange transport between the parking area(s), the main site gate and the Contractor's establishment and working areas if judged to be necessary.
- 11.3** Vehicles used solely for transporting of tools and equipment may be allowed access to the working area(s) for unloading/loading only.
- 11.4** Owners of vehicles parked illegally will have their car pass taken off them and told to remove the vehicle from site. They may have their site pass withdrawn and be refused further access to the Construction Site.
- 11.5** The Construction Areas will be restricted to construction plant and delivery vehicles.
- 11.6** The speed limit on site is 10 mph on the approach roads leading to the site off the public highway and 5 mph on the construction areas.

## **12.0 SITE OPENING AND CLOSING TIMES**

- 12.1** The site will be open from 8.00am to 6.00pm Monday to Saturday. Work outside the agreed normal working hours will be by agreement with Owner (subject to two working days 'notice'). All applications for out-of-hour working will identify the scope of work, supervision arrangements and a list of personnel.

## **13.0 SITE SUPERVISION**

- 13.1** The Contractor must ensure that an employee of suitable seniority and authority, with responsibility for Health and Safety, is always present on site during the course of the works, to supervise and direct the Works and to receive and implement instructions from OWNER/CONSULTANT. Seven days before commencing works on site, the Contractor must notify OWNER/CONSULTANT of the name of that employee.

- 13.2** All supervisory staff shall be made aware of their responsibilities for safety.

## **14.0 TRAINING, COMPETENCE OF EMPLOYEES AND NOTIFICATION OF HAZARDS**

- 14.1** Each Contractor must ensure that all his supervision and employees have had adequate safety training and are experienced to carry out their work safely, prior to starting on site. Training should be continuous throughout a project and should include regular toolbox discussions, (on site briefings at the start of each working day/shift).

To this end, the Contractor must also ensure that specific hazards likely to be experienced on the Site, whether notified to them or discovered by them, are notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their Subcontractors and, where discovered by them, to OWNER/CONSULTANT.

- 14.2** Where particularly severe or unusual hazards may arise on site, OWNER/CONSULTANT reserves the right at no additional cost to request Contractors' employees to attend special

safety training and instruction sessions, whether carried out on site or externally. OWNER/CONSULTANT also requires Contractors' employees to undergo specified induction safety training. These aspects should be checked prior to submission of Tenders or execution of the works

### **Annexure III – Bid Security Declaration**

(To be submitted on Non-Judicial Stamp paper of minimum Rs.100)

Date:

Tender Number:

To:

We, \_\_\_\_\_ (Name of the Bidder) understand that, according to bid conditions, Bids must be supported by a Bid Securing Declaration.

We, the Bidder hereby declare that, if we are in breach of any of our obligations(s) under the bidding conditions as brought out below, our bids for any work whose originally scheduled date of bid opening/actual date of bid opening falls within 1 year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive.

1. If after Bid opening, we withdraw the Bid during the period of Bid validity specified,  
Or
2. If we do not accept the correction of arithmetical errors of the Bid prices, Or
3. If we, having been notified of the acceptance of the Bid by WAPCOS Limited during the period of Bid validity; a. fail or refuse to execute the Preforms of Agreement in accordance with the Instructions to Bidders, if required; or b. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders, Or
4. In any other case specifically provided for in ITB

Signature \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Name and designation of the person duly authorized to sign the Bid on behalf of the Bidder \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

## **Annexure IV – DRAFT CONTRACT AGREEMENT**

THIS AGREEMENT IS MADE on the day of \_\_\_, 2026 BETWEEN M/s. WAPCOS Limited, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana-122 015 represented by it's having his official address as 515, 5th Floor, Shree UGATI Corporate Park, Next to Nexa Showroom, Koba-Gandhinagar Road, Kudasan, Dist.: -Gandhinagar (Here in after referred to as the 'WAPCOS' or 'Client' or 'Employer' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_ (here in after referred to as 'Agency' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

(i) WHEREAS the Client invited tender vide NIT No.: \_\_\_\_\_ for the work of Appointment of Agency for Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha and the agency submitted bids in response of the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of Appointment of Agency for Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha vide work order No.\_\_\_\_\_, dated \_\_\_\_\_ and the Contractor submitted a signed copy of the work order as a token of acceptance giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Agency for the scope of services/work specified in the NIT and work order at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. Agreement shall be valid for a period mentioned in the NIT and Work Order from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of work order and NIT.
3. The Agency agreed to abide by and fulfil all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to WAPCOS the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.

5. Contract Amount : Rs. \_\_\_\_\_, The Contract amount is excluding GST as applicable and shall be paid extra.

6. Performance Guarantee & Security Deposit : Rs. \_\_\_\_\_, i.e. 3% of Rs. \_\_\_\_\_ (Accepted contract price) is submitted by Irrevocable Bank Guarantee valid up to 365 days in addition to the duration of the work.  
The Security Deposit of 2.5% (Two-point five present only) of Contract value will be deducted in each RA bill and will be paid after release of final payment. The Security Deposit will be returned after successfully completion of the whole assignment.  
The Performance Bank guarantee should be renewed/ extended in case the work gets extended.

7. Project Completion Period : Contract- 12 months (Duration of work) from the Date mentioned in the Letter of Award of Work for the said work.

8. Billing and payment : Billing should be in the name of WAPCOS Ltd., 515, 5<sup>th</sup> Floor, Shree UGATI Corporate Park, Next to Nexa Showroom, Koba-Gandhinagar Road, Kudasan, Dist. Gandhinagar, Gujarat-382421 bearing the GSTIN: 24AACW0764A1ZV. The billing GST will be applicable as per the GST slabs. The GST charged shall be reimbursed by WAPCOS limited on submission of following documents (proof of

**GST paid and filing):**

**GSTR-1GSTR-3**

**GST Challan.**

Each RA bill should be enclosed with certified measurement sheets in measurement book (MB) duly certified by Engineer in Charge and the requisite test reports from reputed and accredited institutes as per the relevant standards.

WAPCOS shall make the payment on back-to-back basis of bills only after receipt of the payment from Client in following Bank

Account: Name: WAPCOS Limited.

Account No.: 193502000000317

IFSC Code: IOBA0001935

Bank: Indian Overseas Bank

**9. Delay in completion**

: In the event of any delay in mobilization of manpower / machineries and completion of work in the specified completion time, a penalty of 0.50 % per day subjected to maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

**10. Statutory Regulations**

: The Contractor is abided to follow all the prevailing statutory regulations with respect to the execution of work, safety, labour welfare, insurances etc. without any additional burden to WAPCOS.

All other terms & conditions as mentioned in NIT document, Corrigendum / Addendum & other listed below documents shall also form part of the agreement:

Annexure-1: Notice Inviting Tender (NIT) Document, Corrigendum / Addendum

Annexure-2: Agency's Technical & Financial Bid Documents.

Annexure-3: Work Order & its annexures

Annexure-4: Copy of Performance Security

In case of any doubt of Scope of work, the NIT published by WAPCOS shall prevail. In case of any dispute, decision of CMD, WAPCOS shall be final and finding on all parties.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Gandhinagar.

For M/s.

For M/s. WAPCOS Limited

Signature of the Agency  
and address)

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

In the presence of witness:

- 1.
- 2.

In the presence of witness:

- 1.
- 2.

## **FINANCIAL BID**

***Form of  
Quotation***

To,

**Senior Project Manager  
(W.R)WAPCOS Ltd,**

515, 5TH Floor, Shree Ugati Corporate Park,  
Next to Nexa Showroom, Koba- Gandhinagar Road,  
Kudasan, District: Gandhinagar, Gujarat-382421

***Sub: Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha***

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the Material testing works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and conditions as specified in the document.

Total price for **Carrying out Material testing (both at field & laboratory) of materials used in construction work in the district of Junagadh under Samagra Shiksha**

Rupees \_\_\_\_\_ (Amount in Words and Figures) excluding GST.

Rebate .....above/ below

This price will remain valid for 60 (Sixty) days from the date of submission of the bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned that you are not bound to accept the lowest or any quotation you may receive.  
Signed this \_\_\_\_\_ day \_\_\_\_\_ 2026.

Signature and seal of bidder  
or Authorized representative

Name of firm : \_\_\_\_\_

Address of firm : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail : \_\_\_\_\_

**PRICE SCHEDULE**  
**(To be filled in BoQ and Uploaded online Only)**

<b>Sr. No.</b>	<b>Test</b>	<b>Unit</b>	<b>Total No. of test</b>	<b>Testing charges per test (in Rs.)</b>	<b>Amount (in Rs.)</b>
1	Water	No.	109		
2	Cement	No.	109		
3	Sand	No.	109		
4	Kapchi & Metal	No.	109		
5	Bricks / C.C Block / Bela Stone / Aerated block	No.	56		
6	Reinforcement	No.	743		
7	C.C. Cubes	No.	2343		
8	Flooring Tiles Mosaic / Vitrified tiles / Kota Stone	No.	355		
<b>Total</b>					
<b>GST@18%</b>					
<b>Grand Total including GST</b>					

**Note: -**

- The quoted rate shall be inclusive of all taxes, except GST as applicable and shall be paid extra.
- Visit charges, transportation charges, DA, out-of-pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visiting places and work site till the scope of work is completed. All the above charges shall be considered in the fee quoted under the price bid.
- The Rates are including cost of tools, equipment, mobilization, demobilization, pontoon, machinery etc. at any place of Gujarat.
- The Quantity may vary as per site condition & requirements
- WAPCOS Limited will not pay any amount as advance to the Lowest/selected bidder.
- No additional payment will be allowed above the rates quoted on any account.
- Payment shall be made to the agency on receipt of the payment from the client (Back-to-Back basis)
- Do not fill the summary of cost (BOQ) at the time of submission of technical bid.
- Payment will be made according to the actual executed quantity and same unit prize

**Authorization Sign and**

**Seal of Bidder Date**