

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

SSP UNIT, SADBHAV COMPLEX, 1<sup>ST</sup> FLOOR, NR. DRIVE-IN CINEMA, DRIVE-IN ROAD, AHMEDABAD, GUJARAT

## **TENDER DOCUMENT FOR**

APPOINTMENT OF AGENCY FOR CARRYING OUT FIELD ALIGNMENT SURVEY OF OPEN DISTRIBUTARIES AND MINORS WITH VILLAGE TANK/DRAIN.

> WAP/SSP-AMD/SURVEY/2025 JANUARY, 2025

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# NOTICE INVITING TENDER (NIT)

### NOTICE INVITING TENDER (NIT)

#### WAP/SSP-AMD/SURVEY/2025

#### Date: 31.01.2025

WAPCOS Limited (A Govt. of India Undertaking), invites **"Online Electronic Tenders"** from experienced Agencies and competent bidders for the work as per the following details: The duration for the calling tender is 14 days (From date of publishing to last date of submission)

1.	Name of Work / Project	:	APPOINTMENT OF AGENCY FOR CARRYING OUT FIELD ALIGNMENT SURVEY OF OPEN DISTRIBUTARIES AND MINORS WITH VILLAGE TANK/DRAIN.
2.	Site / Location	:	Near Nani Chandur Village, Taluka Sami Patan, in the state of Gujarat
3.	Website for viewing tender	:	www.wapcos.co.in & https://gem.gov.in
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.		GeM Portal (https://gem.gov.in)
5.	Approximate Estimated Cost of Work (Excluding GST)	:	Rs.4,59,000/- (Rupees Four Lakh Fifty Nine Thousand Only) + GST = Rs.5,41,620/- incl. GST
6.	Cost of Tender Document	:	<b>Rs. 900/-</b> (in form of Demand Draft of a nationalized/ schedule Bank in favor of WAPCOS LIMITED payable at Ahmedabad and it is not refundable)
7.	EMD	:	<b>Rs. 9180/- (Rupees Nine Thousand One Hundred Eighty Only)</b> as Earnest Money deposit to be deposited in form of Demand Draft/FDR of a nationalized/ schedule Bank in favor of WAPCOS LIMITED payable at Ahmedabad.
8.	Project Completion Period	:	3 Month from the Date of Award
9.	Validity of Bid/Tender		90 Days from Bid Opening date
10.	Site Visit	:	Yes Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of respective tender and the last date of submission of bids on E-Gem portal) and upload a self – certified site visit certificate as per format provided by WAPCOS in its NITs
11.	Pre Bid Meeting (for the bidders who conducted mandatory site visit)	:	The pre-bid meeting will not be held. Bidder requiring any clarification of the Bidding Documents may notify Sr. Project Manager (SSP), WAPCOS Limited who will respond to any request for clarification, if necessary. The queries may be sent to: wapcosahmedabad@yahoo.in ahmedabad@wapcos.co.in

12.	Last date & time of Procurement / download of tender Document	:	<b>14/02/2025 up to 17:00 hours</b> As per the condition of e-Tendering, the bidder must officially procure/ download the tender documents from the www.wapcos.co.in and https://gem.gov.in in order to bid before the date and time given for procurement.
13.	Offline Submission of Technical Document, Tender Fees etc. as detail in Tender for bidders.	:	<b>21/02/2025 up to 17:00 hours</b> in the Office of Sr. Project Manager, WAPCOS, Ahmedabad, through RPAD, Courier or by Hand.
14.	Last date & time for online submission of Technical & FinancialBid	•	14/02/2025 up to 17:00 hours
15.	Online opening of Technical Bid	:	14/02/2025 up to 17:30 hours
16.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
17.	Performance Security	:	3% (Three Percent only) of Contract value within 7 days from the issue of Letter of Award (LoA).
18.	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
19.	WAPCOS Communication address during Tendering and execution ofworks	:	Sr. Project Manager, WAPCOS Ltd, SSP Unit, Sadbhav Complex, 1st Floor, Nr. Drive-in Cinema, Drive-in Road, Ahmedabad, Gujarat. Email: <u>wapcosahmedabad@yahoo.in,</u> <u>ahmedabad@wapcos.co.in</u> Contact No.079-27416724, 27462647 Mo.No.+91 9898336931
20.	Price Adjustment	:	The rates quoted by the Bidder shall be firm& fixed

Exemption in Tender document fee & EMD 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.

If the office of WAPCOS Limited, Ahmedabad happens to be closed on the last date and time Mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website. 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 tenderand 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 on line on website <u>www.wapcos.co.in & https://gem.gov.in</u>. 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. Respondentsto this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders

#### **IMPORTANT POINTS**

- I. Joint Venture / consortiums are strictly not allowed.
- II. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in this Notice Inviting Tender including Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- III. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- IV. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- V. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- VI. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. 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.

For and on behalf of WAPCOS LIMITED

Sr. Project Manager (SSP) WAPCOS Ahmedabad

# **SECTION-I**

## **INSTRUCTIONS TO BIDDER**

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#### 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

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

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using validDigital 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: <u>https://gem.gov.in</u>.

#### 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 generalmay 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. BID SUBMISSION

The entire bid-submission would be online process through ETS. Broad outline of submissions are as follows:

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

#### 4. OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

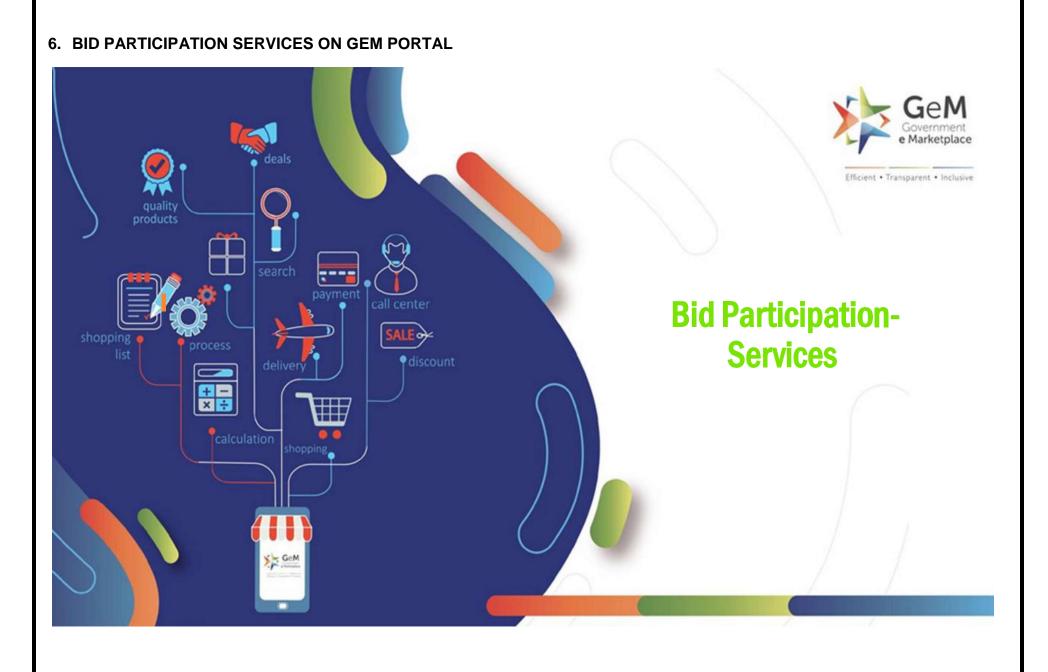
The Bidder shall submit following document offline in separate sealed envelopes also.

- Technical Qualification Documents in original as mentioned in "Section-II -Selection and Qualifying Criteria"
- Tender Document fee in the form of Demand Draft and Bid security as per mentioned in NIT

#### 5. MINIMUM REQUIREMENTS AT BIDDER'S END

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

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)



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Efficient • Transparent • Inclusive

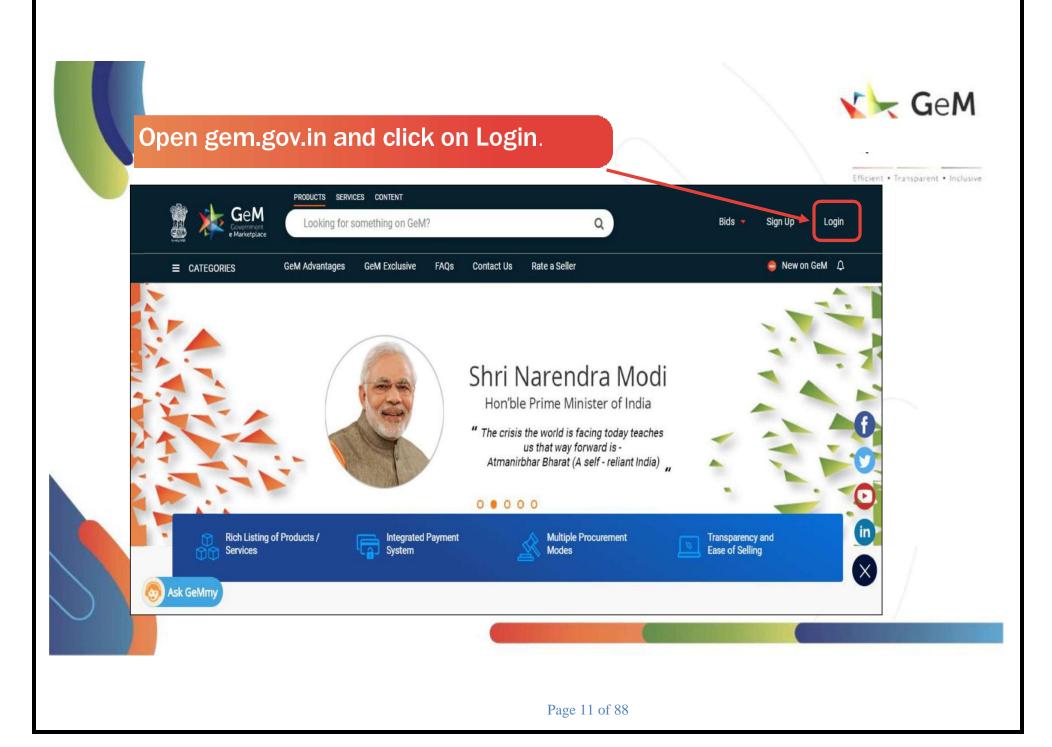
Welcome!

In this Module, we will introduce you to Bid participation by Seller for Services.





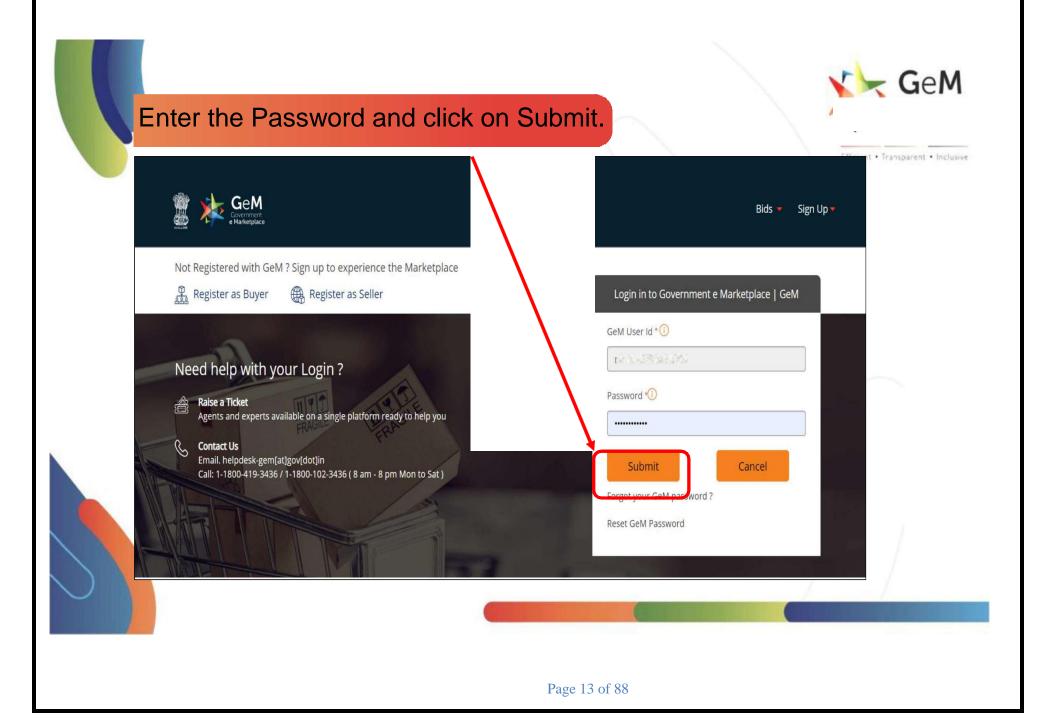
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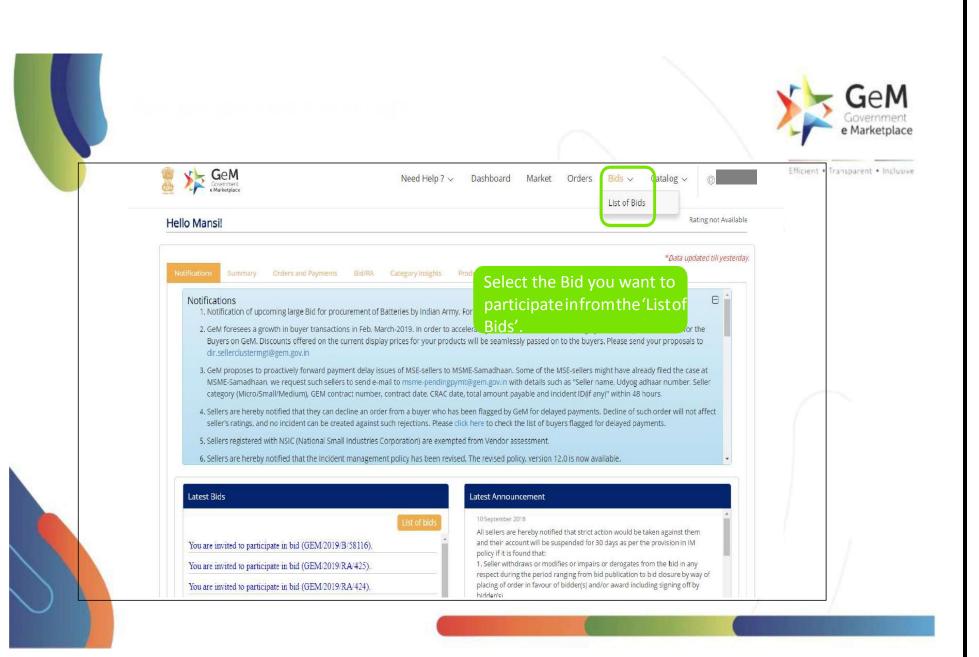




Register as Bu	th your Login ?	m ready to help you		Login in to Governm GeM User Id* 🛈 Type the characters in the Password shall be entere successful GeM login ID a	WQKSFG	
WEB INFO	ABOUT GeM	NEWS & EVENTS	RESOURCES	TRAINING	NEED HELP ?	

K GeM

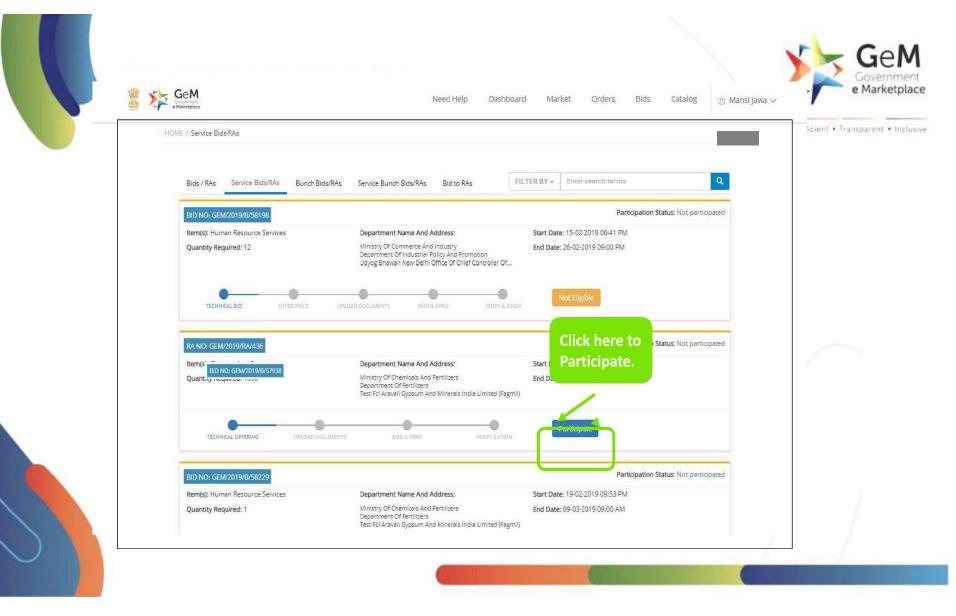




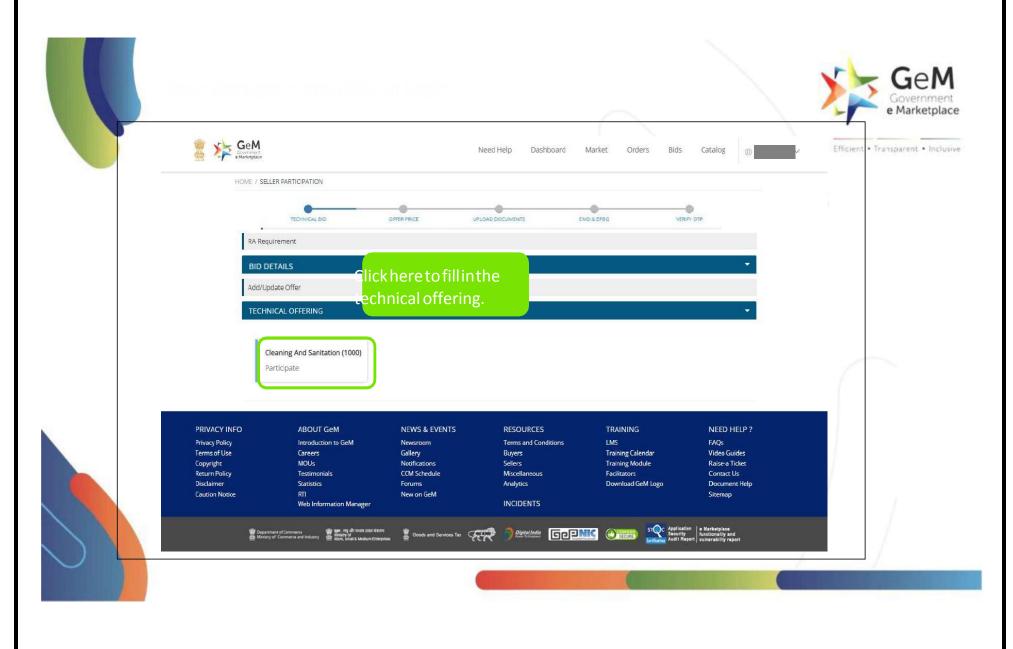
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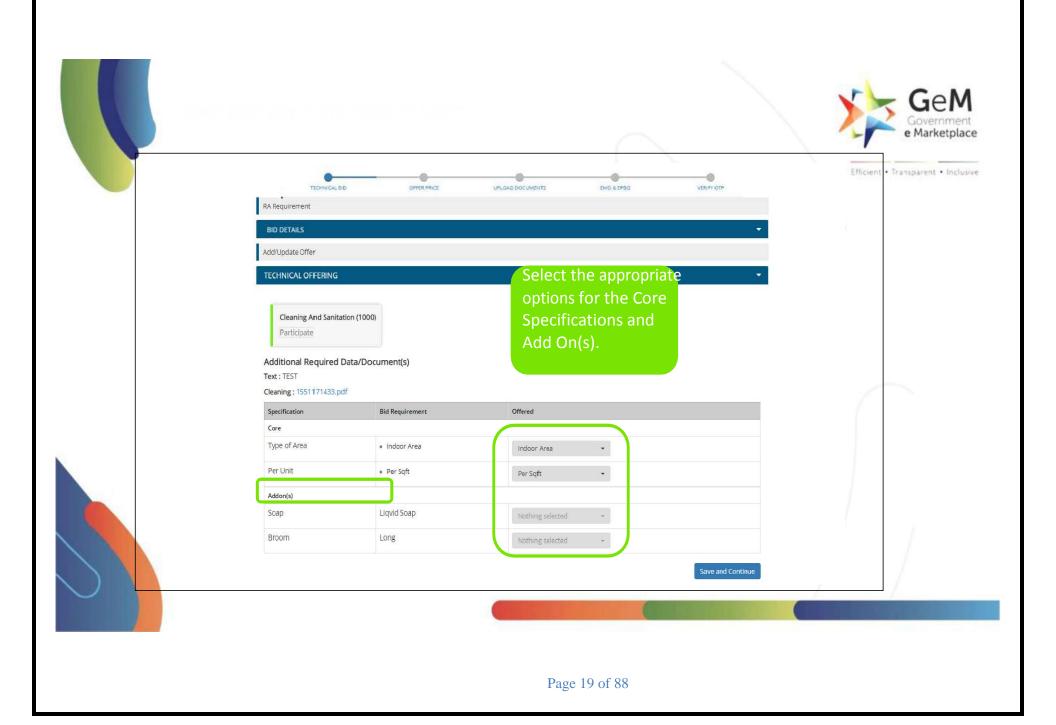


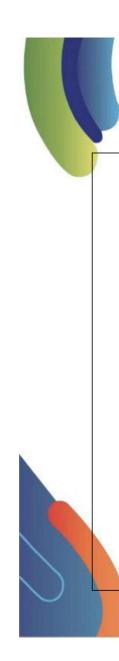


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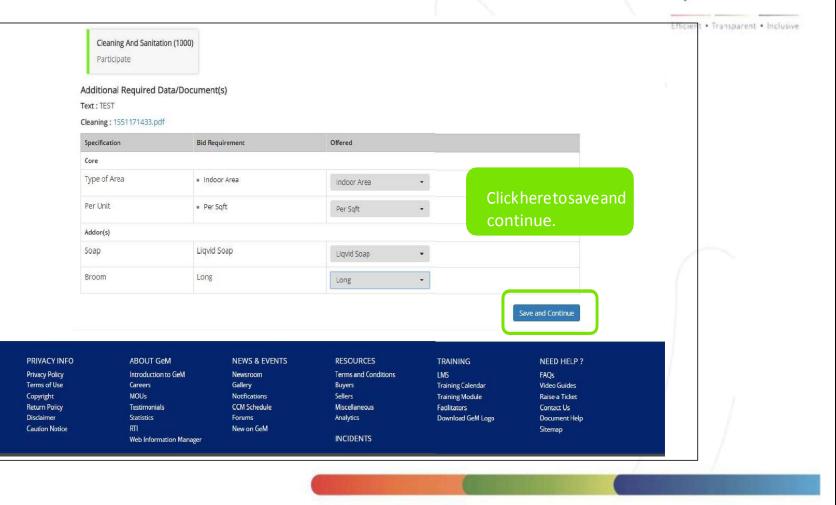
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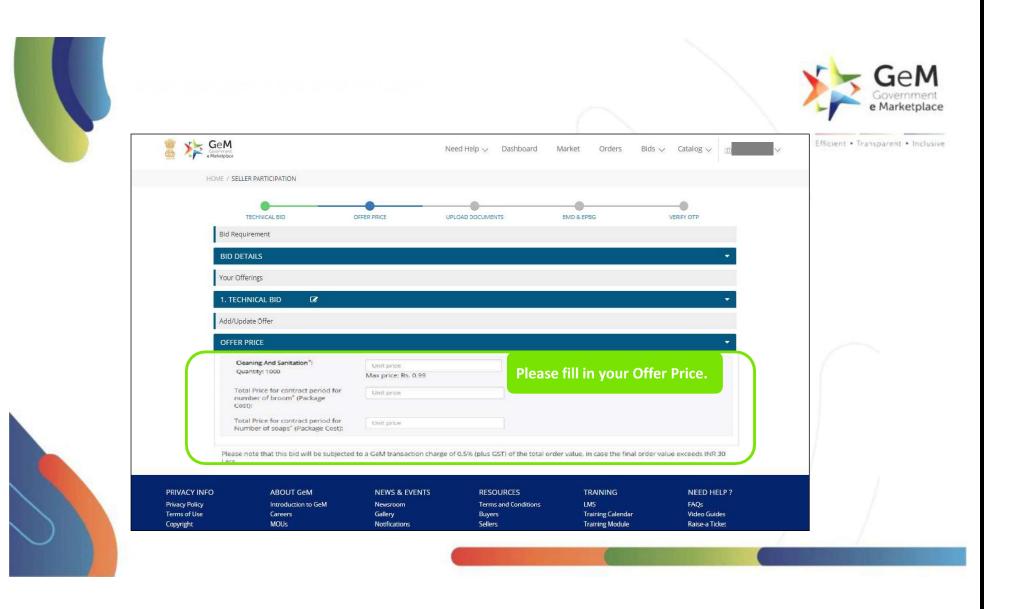


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1. TECHNICAL BID	-				fficient • Transpare
Add/Update Offer	_				
OFFER PRICE				( <b></b> )	
Cleaning And Sanitation*: Quantity: 1000 Total Price for contract period for number of broom* (Package Cost): Total Price for contract period for Number of soaps* (Package Cost): Please note that this bid will be subjected Lacs	0.98 Max price: Rs. 0.99 10 10	0.5% (plus GST) of the total or	Click he see t Estima Pric	he ated e. SHOW ESTIMATION PRICE	
) ABOUT GeM	NEWS & EVENTS	RESOURCES	TRAINING	NEED HELP ?	

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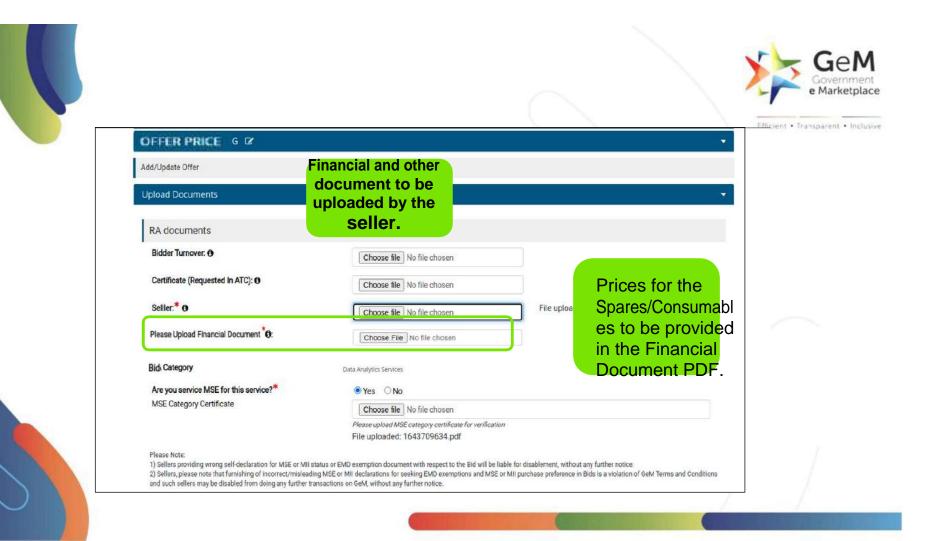
### You can view the technical specifications comparison

HOME / SELLER PART	Technical S	pecificati	ons comparison You ca			toobr	vical		×		• Transparent • I
OFFER PRICE	Cleaning ar	nd Sanitat	TOUCa					nparison		*	
	Consignee(s)	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	number of broom		Number of soaps		No. of Cleaning Days during the Contract Period	Total Price (INR)		
	Con 1	1000	0.98	Package	10	Package	10	24	23520		
								Sub Total	23520		
								Total Price: 23,520.0	000 (INR)		
Cleaning A	6										
Quantity: 1	4								×		-
Total Price									Proceed		
number of Cost):	_	_		_	_	_	_			)	
	or contract per		10	Click	here	to proc	ceed				
Number of	soaps" (Packag	e Cost):				· ·					
										ESTIMATION PRICE	
				charge of 05	%/plus G	ST) of the tot	tal order v	alue, in case the final or	der value exc	eeds INR 30	
Please note tha Lacs	t this bid will be	e subjected	to a GeM transaction (	cridige of or	ere (brees e						



1. TECHNICAL BID				-	Efficient • Transparent • Inclus
Add/Update Offer					
Offer Price				<b>.</b>	Sc
lease enter Offer Price (Inclusive of all taxe	s including GST) for the below ite	em(s).			
Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle) <sup>6</sup> : Quantity: 1	20000 Change	Price			
		С	lick here to save	HOW ESTIMATION PRICE	$\square$
			your price and		
Your price will be encrypted with buyer pul private key.	blic key, Now you will not be able	to view your price. This can be o		ENCRYPT & SAVE	
ABOUT GeM	NEWS & EVENTS	RESOURCES	TRAINING	NEED HELP ?	/
				And the second s	

Bid Requirement					Efficient • Transparent • Incl
BID DETAILS Your Offerings	the ser	om Bid-Services, vice provider has tion the total cos		•	
1. TECHNICAL Add/Update Offe	BID <b>G</b> for the	entire Contract		*	
Custom Bid N The Specified	orice(inclusive of all taxes, GST lew(Lumpsum Cost Of Service Holistically For ct Duration) <b>0</b> *:	% included) for the below item(s)			
		I total lumpsum cost for the entire contra GeM transaction chiarge of 0.5%	value, in case the final order v	value exceeds INR 30 Lacs	
Please note tha	t this bid will be subjected to a				

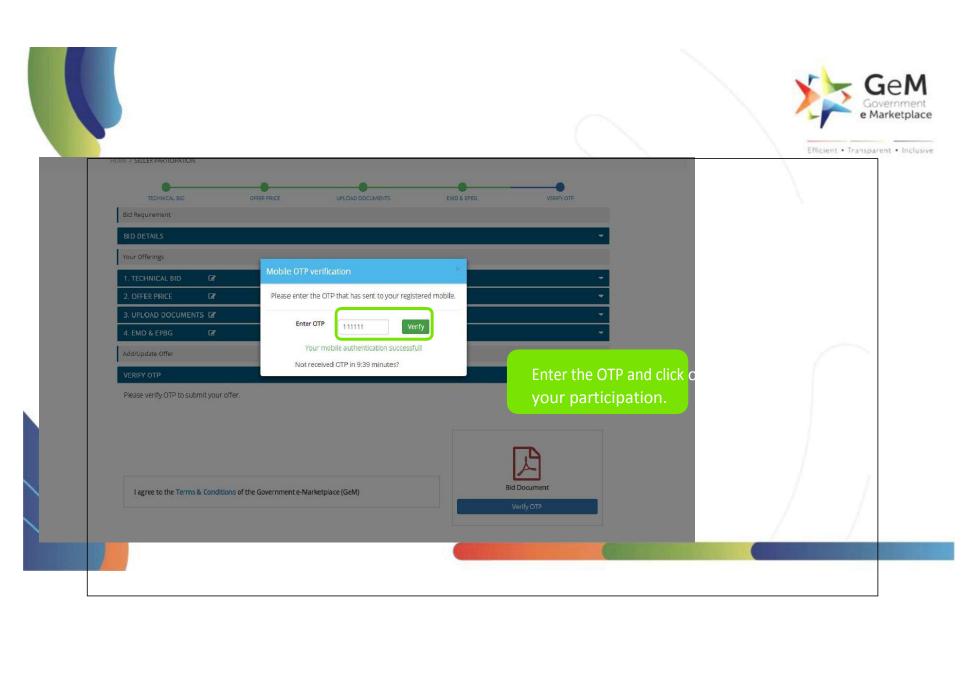


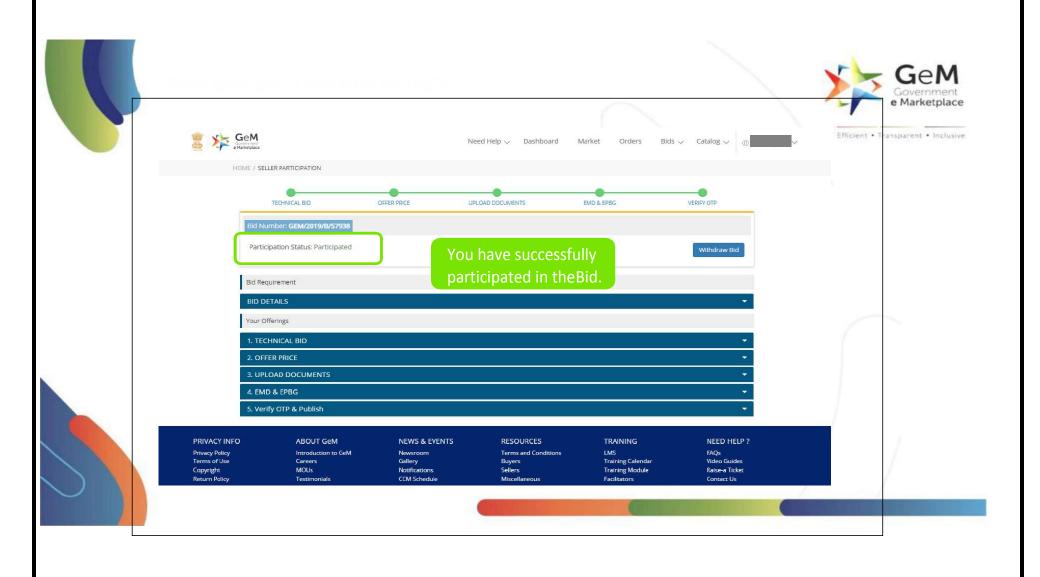


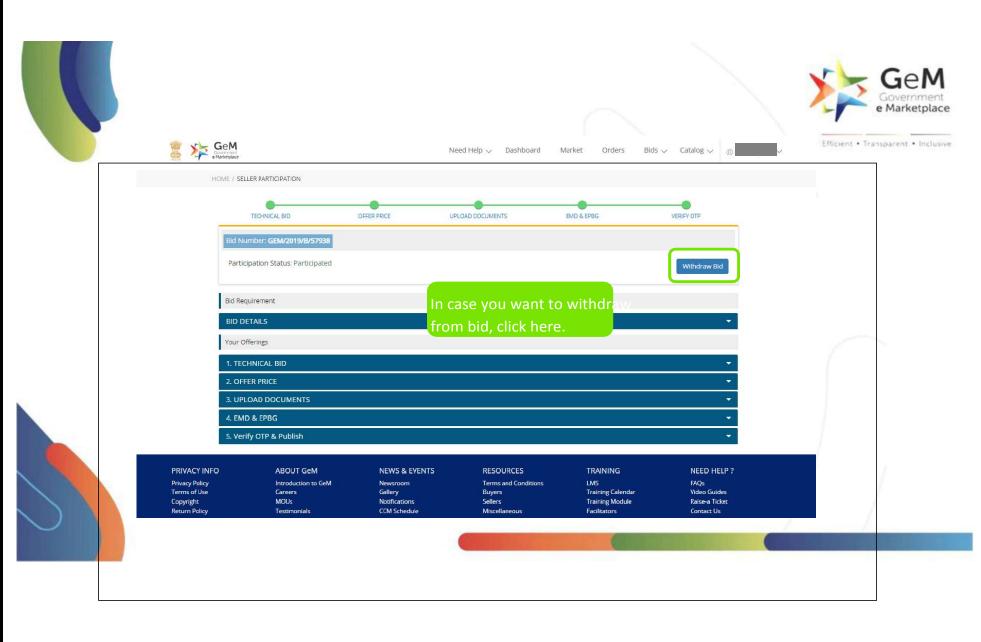
				GeM Government e Marketplac
DFFER PRICE IG C			•	Efficient • Transparent • Inclusio
Upload Documents			•	
RA documents			Select "Yes" If you	
Bidder Turnover: 🔁 Certificate (Requested In ATC): 🛛	Choose file No file chosen		wish to apply for MSE Purchase Preference and	
Selller.* 0	Choose file No file chosen	File upl	Upload the MSE Category Certificate for	-
Please Upload Financial Document O:	Choose File No file chosen		Verification.	
BidA Category	Data Analytics Services n			
Are you service MSE for this service?*	🖲 Yes 🔿 No			
MSE Category Certificate	Choose file No file chosen			
	Please upload MSE category certificate for verification File uploaded: 1643709634.pdf			
	tatus or EMD exemption document with respect to the Bid will be liat ng MSE or MII declarations for seeking EMD exemptions and MSE or ansactions on GeM, without any further notice.			

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		GeM Government e Marketplace
		e Marketplace
	See M Need Help V Dashboard Market Orders Bids V C	atalog ~ D
	HOME / SELLER PARTICIPATION	
	Enter reason for withdrawing click on "withdraw".	ч отр
	Participation Status: Participated Withdraw Guidelines; You have 2 attempt(s) remaining to re-participate after this withdrawal.  Reason *  Incorrect price quoted Withdraw Cancel	Withdraw Bid
	Bid Requirement	
	BID DETAILS	
24	Your Offerings	
	1. TECHNICAL BID	
	2. OFFER PRICE	•
	3. UPLOAD DOCUMENTS	•
	4. EMD & EPBG	
	5. Verify OTP & Publish	· (
$\sim$		1





#### 2 INSTRUCTION TO BIDDER

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

- a) The Schedule of Quantity is given in Price Schedule. 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 caseof any discrepancy between the two, rate(s) quoted in words shall prevail. Incase 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 Ratewhile 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;
  - "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;
  - "Coercive Practice" means impairing or harming, or threatening to impairor 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 matterspertaining 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.

# 3 EARNEST MONEY DEPOSIT (EMD)

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

# 4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation & submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Ltd shall in no case be

responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

# 5 LANGUAGE OF BID

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

# 6 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

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

# 7 ANNEXURES

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

Annexure- I	:-	PERFORMANCE SECURITY
Annexure- II		SAFETY CODES

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

For & on behalf of Tenderer

# SECTION – II SELECTION AND QUALIFYING CRITERIA

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#### SECTION- II

## SELECTION AND QUALIFYING CRITERIA

### 1.0 SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. The details of the site are as followed:

The Scope of work of project in this Section shall include in accordance with Detailed Technical Specifications of all the works.

Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of respective tender and the last date of submission of bids on e - procurement portal) and upload a self – certified site visit certificate as per format provided by WAPCOS in its NITs. (Form – F)

#### 2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder requiring any clarification of the Bidding Documents may notify Sr. Project Manager (SSP), WAPCOS Limited who will respond to any request for clarification, if necessary. The queries may be sent to: wapcosahmedabad@yahoo.in

#### 3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded with properly readable colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page *(MANDATORY)*. Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.

	Format of Check List							
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)				
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm							
b)	EMD as mentioned in NIT							

Format of Check List						
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)		
c)	Scanned copy of Demand Draft for Tender Fees of the Amount as mentioned in NIT.					
d)	Letter of Transmittal for Technical Bid inprescribed format on bidder's original letter Head. (Form-A)					
e)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-24 duly certified by Chartered Accountant.					
	• The contractor/ consultant should not have incurred any financial loss (profit after tax should be positive) in more than 2 years in last five financial years ending 2023-24 duly audited and Attested by the Chartered Accountant. (Form- B). Certificate/ Form must carry UDIN number.					
	<ul> <li>Turnover: Average annual financial turnover of the bidder should be at least 50% (i.e. Rs.2,29,500/-) of the estimated cost of work during the last 3 consecutive financial years ending 2023-2024. This should be duly audited by the Chartered Accountant. (Form-B).</li> </ul>					
	• Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant.					
f)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency certificate from Banker in original for a sum of at least 40% of the estimated cost of work (i.e. 1,83,600/-). Bidder shall submit Solvency certificate (From Nationalized/ Scheduled Banks only) with details of Financial Status. (Form-C)					
	(The solvency certificate should be issued					
	between the date of publishing of NIT & last date of submission of Bids in favor of WAPCOS Limited mentioning name of the work)					
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters andDirectors of the firm / company. <b>(Form-D)</b>					
h)	Copy of P.F. and PAN Number.					
i)	<b>Goods and Service Tax (GST):</b> Bidders areadvised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if					

	Format of Check List			
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)
	already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills			
j)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Joint Ventures are not accepted. <b>Copy of</b> <b>Certificate of Incorporation/ Registration/</b> <b>Partnership Deed or any other relevant document,</b> <b>as applicable, should be submitted along with a</b> <b>copy of address proof.</b>			
	<b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
k)	<ul> <li>The contractor should also have satisfactorily completed the similar type &amp; nature of works with Govt. department/semi- Govt. department or with State Govt. department or with other PSU / Private companies as mentioned below during the last seven years ending year 2023-2024 (Form-E).</li> <li>Eligibility Criteria:</li> <li>a. Three similar* completed works costing not less than the 40% of Estimated Tender cost (i.e. Rs. 1,83,600/-) during last 7 years.</li> </ul>			
	or b. Two similar* completed works costing not less than 50% of Estimated Tender cost (i.e. Rs. 2,29,500/-) during last 7 years. or			
	<ul> <li>c. One similar* completed work costing notless than 80 % of Estimated Tender cost (i.e. Rs. 3,67,200/-) during last 7 years.</li> <li>Projects carried out in India shall be in considered only.</li> </ul>			
	"Similar work" refers to a work involving Survey and Investigation using Total Station, DGPS for water supply project/ Irrigation project/ water resource project etc. carried out in India under a single contract.			

	Format of Check List			
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)
	The bidder shall submit <b>Experience Certificate (S)</b> mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion <b>along</b> <b>with</b> LOI(s) / W.O(s) from respective Owner(s) / Client(s) duly signed by authority having rank Executive Engineer and above. The completion certificate from the Executive engineer and above should clearly mention the amount of work done by contractor.			
I)	Letter of understanding the project site on bidder's Letter Head (Form-F).			
m)	Bidder should not be blacklisted/ debarred by any Government / semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-G).</b>			
n)	Consent Letter to execute the Integrity Pact (Form-H)			
o)	Bidder shall submit Information on litigation history in bidder Letter Head <b>(Form-I).</b>			
p)	<ul> <li>The bidder should have owned minimum of the following infrastructure to execute the work (Form-J)</li> <li>I. Total Station- Min 2 nos.</li> <li>II. DGPS- Min. 1 nos.</li> </ul>			
	(List of equipment available along with their specification and present deployment and make(viz. Auto level / Total Station, DGPS equipment and their specifications, etc.)			
q)	The bidder is required to submit thenames and bio- data of all the technical personnel proposed to be deployed for this work together with the estimated man-month effort expected to be contributed by each person. <b>(Form-K)</b>			
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non - compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

Non-fulfillment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements. Further, bidders who full fill the above requirements shall be evaluated.

## 3.1 BID EVALUATION:

- From the time the Bids are opened 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.
- 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-II of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- 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 and were considered non
  responsive to the assignment, and their financial proposals along with submitted EMD will
  remain unopened and returned at the address mentioned by the bidders.
- Financial of technical responsive bidder shall be opened and in lowest financial bidder shall be allotted the work.
- The selected bidders have to furnish the 3% performance security within 7 days from the issue of Letter of Award (LoA).
- 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.

# OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- All the documents in ORIGINAL, mentioned in "Section-II: Selection and Qualifying Criteria" in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (r) along with checklist & page numbering (MANDATORY) in separate sealed envelope clearly labeled as "TECHNICAL BID" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 2. Originals EMD and Tender fee in the form of Demand Draftin separate sealed envelope clearly labeled as "TENDER FEE AND EMD" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

NOTE: All above two envelopes shall be submitted in one single envelope clearly labeled as "Technical Qualification Documents for Offline Submission" for the

Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected.

# 4.0 CONTENTS OF FINANCIAL BID

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

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project 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 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 inforce on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

Quoted amount by contractor shall be firm and fixed for 24 months from issued of LOI/Work order. 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 to 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.

# **5.0 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 – III

# **GENERAL CONDITIONS OF CONTRACT**

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# 1 GENERAL RULES & DIRECTIONS

The contract shall be based on the schedule of unit rates and prices submitted by the bidder.

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

- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations;
- Taking all necessary safety precautions;
- Clearing sight lines by removal of bushes and scrub;
- Access to the project site;`
- Making of temporary paths for movement of equipment's etc.;
- Any stoppage of works due to any unforeseen reason.

#### 2 TERMS AND CONDITIONS

#### Time of Completion

All field works including submission of final report shall be completed within 6 (Six) **months** from date of award of work, including the period of mobilization.

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 week subjected to maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

#### **Performance Guarantee**

A performance guarantees of Three (3) % of the value of the work order shall be payable by the successful bidder within fourteen (14) days of award of the work. EMD/ BID SECURITY of successful tenderer shall be retained until Performance Bank Guarantee (PBG) is submitted.

Successful tenderer shall accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.

Performance guarantee shall remain valid for period of 12 (Twelve) months or one month from the date of release of final payment whichever is later.

Note: Confirmation of all Bank Guarantees submitted to WAPCOS by bidders may be sought from issuing bank through SFMS, as per details given below:

"Indian Overseas Bank, NHB, Gurgaon, Branch Code: 1935 IFSC Code: IOBA0001935 Beneficiary: WAPCOS Limited" Acknowledgement Number so generated may be provided along with the BG's.

# **Release of Performance Guarantee**

# i. Performance Guarantee Applicable

3% of Contract Value (This guarantee shall be in the form Demand Draft/ FDR of any Nationalized /Scheduled commercial Bank accordance with the prescribed form. (PBG will be returned after after the completion & commissioning of works and issuance of the completion certificate)

ii. Time allowed for submission of 14 days Performance Guarantee from

# Security Deposit

Security Deposit of 2.5% (Two point Five Percent 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 return after successfully completion of the whole assignment.

# 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.

The Consultant's total remuneration shall be made for the actual quantity executed for topographical survey shall be paid and no revisions in rate for excess / saving in quantities for these items shall be entertained, payment shall be made as per the finally accepted contract price/rate.

# Phasing of Payment

1	Completion of all field related activities and submission of survey data/ drawings readable or as desired by WAPCOS (in soft & Hard copy)	80% of the corresponding contract value of the work executed.
2	Approval of survey data/ drawings by WAPCOS	20% of the corresponding contract value of the work executed.

\*\*Note: Payment of this item shall be made as per unit rate as per the accepted price offer.

#### **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-Chargeand 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 proof/ challan.

# **Back to Back Payment**

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

### **Taxes and Duties**

All taxes, levies, duty, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Gujarat and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the contractor and WAPCOS shall perform duty of tax deduction from contractor's payments whenever required by law.

# Programme

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

#### **Contractors Superintendence and Obligations**

The contractor shall intimate the employer within 3 (three) days the name of the authorized person with contact number, who will be responsible for field activity andday 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.

#### Insurance

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

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

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

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

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

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

In case of any dispute in the award of work or execution of works, the decision of CMD, WAPCOS is final and binding on all the parties.

#### **Settlement of Dispute**

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

#### Arbitration

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

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the

aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

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

# **Other Terms and Conditions**

- The Contractor will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area. Adequate fuel should be supplied to the laborers so as to prevent them for damaging the forest.
- ii) The agency will arrange all the explosives required to carry out the job at its own risk and cost. The statutory clearance / requirement in this regard shall strictly be complied as per the provisions of the Explosives Act. However, necessary assistance required in the matter shall be provided at our end.
- iii) The agency has to make all arrangements to provide necessaryaccommodation / shelter to all its employees at their own cost.
- iv) The Contractor shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
  - Third party liability insurance.
  - Worker's compensation insurance in respect of contractor's personnel.

- Any other insurance for public & contractor's personnel in accordancewith the relevant provisions of the applicable land.
- v) The agency shall comply with the provisions of the following acts:
  - Contract labor (Regulation & Abolition) Act 1970
  - Employees Provident Fund Act, 1952
  - Minimum Wages Act, 1948 (Amended)
  - Employer's Liability Act, 1938 (Amended)
  - Industrial Employment Act, 1946 (Amended)
  - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- vi) The Contractor shall not employ any laborer below 18 years.

#### Public Procurement (Preference to Make in India)

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

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

In cases of procurement for a value in excess of  $\Box$ 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.

### Provision as per Rule 144(xi) of GFR

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

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

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

#### **Blacklisting policy**

The Blacklisting Policy of the company is available on official website of WAPCOS LIMITED. The bidder/tenderer/consultant/contractors have to mandatory furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy as per Form-E. 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.

SECTION-IV FORMS

#### FORM-A

# LETTER OF TRANSMITTAL (On Bidder Original Letter Head)

То



#### Sub: APPOINTMENT OF AGENCY FOR CARRYING OUT ALIGNMENT SURVEY WORK FOR TANK AND DRAIN CONNECTIVITY STRUCTURE ON DISTRIBUTARIES AND MINORS.

Ref: - NIT no.

Dear Sir,

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

## FORM-B

#### FINANCIAL INFORMATON

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

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

Years	Gross Annual turnover in similar works	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

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

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note: Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.

# FORM-C SOLVENCY CERTIFICATE

Date: To, The Sr. Project Manager, WAPCOS Limited, Ahmedabad

Name of Work: - \_\_\_\_\_

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 letter head of the Bank, sealed in cover addressed to tendering authority.
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank

# FORM-D

# **STUCTURE & ORGANIZATION**

Sr. No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original	
	document defining the legal	
	status) (a) A proprietary firm	
	(b) A partnership firm	
	(c) A limited company or Corporation	
	(d)A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government	
	Bodies (attach attested photocopy)	
	Organization/Place of Registration	Registration No.
	1.	
	2.	
	3.	
5.	Names and titles of Directors & Officers with	
	designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of	
	partnership firm Limited Company/ Joint Venture,	
	ever been convicted by the court of law? If so, give	
	details.	
8.	In which field of Civil Engineering construction the	
	bidder has specialization and interest?	
9.	Any other information considered necessary but not	
	included above.	

Signature of Bidder(s)

#### FORM-E

# STATEMENT OF SIMILAR WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED DURING THE LAST 7 YEARS

	of client who awarded (Including Tele/Fax No.	Rs. Original/ revised	award of work	original /revised	of comp		work	reasons for delay in work Completion if any
2	3	4	5	6	7	8	9	10
	2	awarded (Including Tele/Fax No.	awarded revised (Including Tele/Fax No.	awarded (Including Tele/Fax No.	awarded revised work (Including Tele/Fax No.	awarded (Including Tele/Fax No.	awarded (Including Tele/Fax No.	awarded (Including Tele/Fax No.

# NOTE:

**1)** The Tenderer should provide information as per this Performa for the firm/company forall completed similar works as per eligibility criteria's works during last 7 years.

2) Certificate from client for the above information should be attached with the offer.

# FORM-F

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

Date:

To, The Sr. Project Manager, WAPCOS Limited, Ahmedabad

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

Sir,

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

- Location and topography of the proposed site and its allied works.
- The condition of the proposed site to be surveyed.
- Soil & rock conditions at the site of work.
- Site clearance and no cutting off the matured trees.
- Nature of the ground and accessibility to the site.
- Certified equipments and software as per BIS codal provisions for the survey involved

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

# FORM-G

# FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARDS TO BLACLISTING/NON-DEBARMENT, BY CONTRACTING AGENCY

# UNDERTAKING REGARDING REGARDS TO BLACLISTING/NON-DEBARMENT

Name of work:-Ref: Tender No..... dated.....

To, Sr. Project Manager, WAPCOS LTD Ahmedabad, Gujarat

This is to certify that we have taken the cognizance of blacklisting Policy of WAPCOS Ltd. Further, we here by confirm and declare that we, M/s\_\_\_\_\_\_, is not blacklisted/De-register/debarred by any Government department/Public sector undertaking/Private sector/or any other agency for which we have executed/undertaking the work/services during the last year.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

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## FORM-H

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

To Sr. Project Manager WAPCOS Limited, Ahmedabad

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

Dear Sir,

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

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Name and seal of Bidder

Place:

#### INTEGRITY AGREEENT

#### [To be submitted on Stamp paper of At least Rs.300]

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

#### BETWEEN

"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 Page 62 of 88

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)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the 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 agents/ representatives India, addresses of in 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 attender 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 offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in

reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the 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 orin 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 PublicSector 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

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- (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 4 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 signedby all partners and consortium members. In case of a Company, the Pact mustbe 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 intensions.
- (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.

#### 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 thesame 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 Page 65 of 88

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 :

# FORM-I

# FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To Sr. Project Manager WAPCOS Limited, Ahmedabad

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

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

Yours faithfully

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

# LITIGATION HISTORTY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2021 or currently in execution.

# 1. ARBITRATION CASES

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

# 2. COURT CASES

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

- 3. Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer.
  - a) i) Has the Bidder consistent history of Litigation......Yes/No
    - ii) If yes, give details:

ii) If yes, give details:

c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No

ii) If yes, give details:

d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/Noii) (If yes, give details, including present status:

e) i) Has the Bidder been debarred by client or by any Department...? Yes/No ii) If yes, give details:

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

# FORM-J

# DETAILS OF ESSENTIAL EQUIPMENT TO BE MADE AVAILABLE BY THE BIDDER

S. No	Name of equipment	Specification	Year of purchase	Total Nos. available
1	2	3	4	5

• The tendered should provide List of equipment & machineries available along with their purchase order, Specification and present deployment and make.

# FORM-K

# DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA\*

Sr. No	Name of Technical Personnel	Qualification	Proposed Position under this assignment	Total No. of Years' Experience
1	2	3	4	5

\* Bio-Data to be provided as per following format.

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# FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

Position				
Personnel information	Name	Date of birth		
	Professional qualifications			
Present employment	Name of Employer			
	Address of Employer			
	Telephone	Contact (manager / personnel officer)		
	Fax	E-mail		
	Job title	Years with present Employer		

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	То	Company, Project, Position, and Relevant Technical and ManagementExperience

#### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Personnel	Signature	{day/month/year} Date
Name of authorized	Signature	{day/month/year} <b>Date</b>
Representative of the Contracto	r	

(1 - 1)

# 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 toas "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 theContractor 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 extentof Rs.\_\_\_\_\_

(Rupees only) as aforesaid at any time upto\_\_\_\_\_\_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 datedof the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

- ii) This bank guarantee shall be valid upto\_\_\_\_\_; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before <u>(indicate</u> a date two 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 regardingsafety 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.

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**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 DEMARCATION

**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 16 years or animals onboard will not be allowed access.
- **10.9** Visitors will only be allowed by appointment (two days' notice to 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 time-clocks will not be permitted). This information shall be used to check personnel (role 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 (subjectto 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

# SECTION-VI TECHNICAL SPECIFICATION

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# SECTION VI TECHNICAL SPECIFICATIONS

## **1.0 INTRODUCTION**

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 is proposed to hire an experienced firm to carry out Alignment Survey work for Designing and Estimation work for Re-Sectioning the taranagar disty and its minors, New designing of Branch canal Escape structure , Designing and Estimation work of all structures of Taranagar Disty with road/drain crossings , as well as the planning, design, drawing, and estimation of UGPL connecting link to connect the Taranagar disty to nearby village tanks, Gujarat.

# 1.1 SCOPE OF WORK

## **Alignment Survey**

- The scope of works for this item is to carry out alignment survey @ 30 mt intervals in longitudinal direction for creating L-Sections and cross section by Total Station or DGPS with higher degree of precision and reading up to 15 meter on both sides at 5 mt interval up to toe level.
- The Survey should be based on the nearest BM of SOI/Railway BM or as suggested by Department within maximum 50 Kms range and cost of such shifting of Benchmark shall not be paid separately and shall deemed be included in the offered price.
- Fixing Centre line / Benchmark stone indicating chainage marked on it (or closer at apex points) Centre line / Benchmark stone should dressed stone with size of 15x15x45cm the pit for Benchmark stone should be excavated 30 x 30 x 45 cm. in the ground. Chainage & R.L. Should be marked on the top of the stone.
- Each PBM shall be numbered & the value of the same shall be painted on it. Numbering and painting value of the permanent bench marks established.
- The PBM No. & value shall be clearly visible.
- This item contains all cost of machineries required for finalised this works, labours and charges for reaching to start point of survey location etc.
- The agency will arrange to clear jungle cutting, trees, trenches clear vegetation and all obstructions etc. coming in the way of surveying work at his own cost fully and the rate quoted shall be inclusive of all this expenses.

- The agency should give information about obstruction on proposed works/pipeline and data of other Govt. /Private department land recorded and acquisition details data required for permission regarding proposed excavation work/pipeline.
- This item contains all cost of machineries required for finalised this works, labours and charges for reaching to start point of survey location etc.
- Necessary site clearance, jungle clearance/jungle cutting, etc. activities those are required for conducting survey shall be carried out and shall not be paid separately and shall deemed be included in the offered price.

# 2.0 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. Cost for this activity shall be built in quoted rates of different items.

# 3.0 DELIVERABLES

The following will be the deliverables (in hard copy (5 sets) and soft copy)

- A plot plan showing the area of interest of the project area
- Surveyed alignment mark on the SOI maps and village map sheets marking all the details of crossings i.e. (NH,SH, Road, drain or any other structure)
- Details of TBM and PBM considered in the vicinity project area.
- L-section and cross sections of the alignment survey of canal.
- FRL, Bund Level & Bed level of Pond/Tank
- Survey drawings including all the existing features in visible A0 size sheet..
- Final report with the outcome of survey work.
- Photographs of survey work.

# **FINANCIAL BID**

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# Form of Quotation

To, **Sr. Project Manager,** WAPCOS LIMITED, SSP Unit, Sadbhav Complex, 1<sup>st</sup> Floor, Nr. Drive in Cinema, Drive in Road, Ahmedabad, Gujarat –380054

# Sub: APPOINTMENT OF AGENCY FOR CARRYING OUT FIELD ALIGNMENT SURVEY OF OPEN DISTRIBUTARIES AND MINORS WITH VILLAGE TANK/DRAIN.

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 condition as specified in the document.

Total price for Survey Work for Field alignment Survey of open Distributaries and Minors with Village TANK/DRAIN within Narmada Command Area under the jurisdiction of Executive Engineer, NPMC Division No.19, Harij by Wapcos is Rupees\_\_\_\_\_\_ (Amount in Words and Figures) incl. GST.

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

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.

day	2025
:	
:	
	:

:

Fax No.

Telephone No.

E-mail

PRICE SCHEDULE		
(To be uploaded on Bidder's Letter Head in PDF Format)		

Sr. No	Item	Quantit y	Unit	Rate Excl. GST	Total amount (in Rs.)	
1.	Field alignment Survey of open Distributaries and Minors with Village TANK/DRAIN.	105	Km			
2.	Fixing of center line/ Benchmark stone in standard size of 15 X 15 X 45 cm with excavation of 30 X 30 X 45 cm.	50	Nos.			
Total Amount in Rs.						
	GST					
	Final Amount in Rs. Including GST					

Note: GST shall be paid as per prevailing norms. The Final amount including GST shall be entered in E-GEM Portal.

## Note:

- 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 deemed to be considered in the fee quoted under the price bid.
- The quantities may vary <u>+</u> 10% as per the site condition and requirement.
- Rate is inclusive of all taxes except GST.
- The Rates are including cost of tools, equipment's, mobilisation, demobilisation, pontoon, machinery etc. at any places of Gujarat.
- 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).
- 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 price.

#### Authorization Sign and Seal of Bidder

Date: \_\_\_\_\_