

#### **BID DOCUMENT**

For

SELECTION OF AGENCY FOR "ESTABLISHMENT OF GROUND CONTROL POINTS (GCPs), CONNECT GCPs NETWORK ALONG WITH VALIDATION OF TOPOGRAPHICAL SURVEY WITH CONTOUR PLAN MAP WITH UTM COORDINATES" FOR EMINI, AMULIN AND MIHUMDON HEP'S IN ARUNACHAL PRADESH



# WAPCOS LIMITED

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

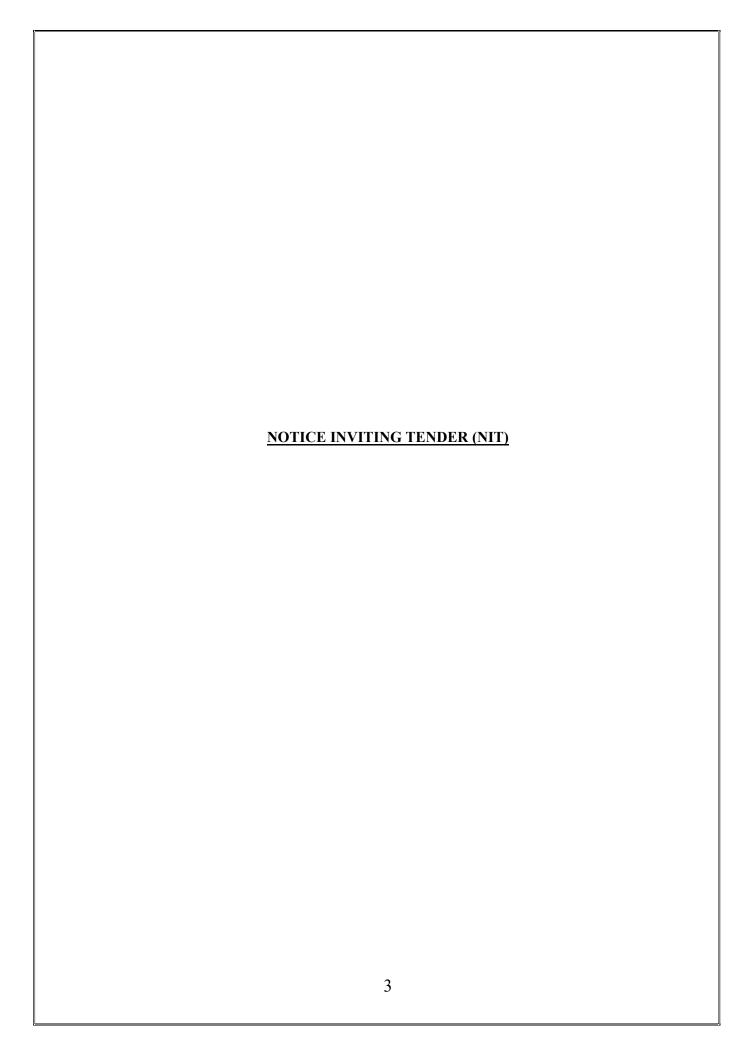
Office of:

Chief Engineer-II (Hydro Power) WAPCOS Limited, Corporate Office, 76-C, Institutional Area, Sector 18, Gurugram (Haryana) - 122015

> <u>Telephone: 0124-2399220,</u> Email: kishor.wapcos@gmail.com

# **TABLE OF CONTENTS**

TECHNICAL BID					
CECTION	PARTICULAR				
SECTION	NOTICE INVITING TENDER				
SECTION I	INSTRUCTIONS TO BIDDER				
SECTION II	SELECTION AND QUALIFYING CRITERIA				
SECTION III	GENERAL CONDITIONS OF CONTRACT				
	FORMS				
	LETTER OF TRANSMITTAL				
	FORM A: FINANCIAL INFORMATION				
	FORM B: STATEMENT OF SIMILAR WORKS				
	FORM C: STRUCTURE & ORGANISATION				
SECTION IV	FORM D: NO CONVICTION CERTIFICATE				
	FORM E: INTEGRITY PACT				
	FORM F: FORMAT FOR LITIGATION HISTORY, LIQUIDATED				
	DAMAGES, DISQUALIFICATION				
	FORM G: FORMAT FOR DETAILSOF TECHNICAL				
	PERSONNEL PROPOSED WITH BIO-DATA				
	FORM H: FORMAT OF UNDERTAKING TO BE FURNISHED				
	ON COMPANY LETTERHEAD BLACKLISTING/NON-				
	DEBARMENT UNDERTAKING				
	ANNEXURES				
SECTION V	ANNEXURE-I: PERFORMANCE SECURITY				
	ANNEXURE-II: SPECIFICATION OF PERMANENT GCPs &				
	REFERENCE PILLAR				
SECTION VI	SCOPE OF WORK &TECHNICAL SPECIFICATION				
SECTION-VII	DRAWINGS				
SECTION-VII	FINANCIAL BID				
	BILL OF QUANTITIES (BoQ)				



## NIT No. 01/WAP/Hydro/ EAM/NIT/2024

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.

Date: 11.09.2024

WAPCOS Limited (A Govt. of India Undertaking) invites "Online Electronic Tenders" from reputed, competent and experienced firms/companies/agencies (hereinafter referred as "Bidder") for carrying out Establishment of Ground Control Points (GCPs), Connect GCPs Network Along With Validation of Topographical Survey With Contour Plan Map With UTM Coordinates for Emini, Amulin and Mihumdon HEP's in Arunachal Pradesh. The details are as following:

Name of Work	Selection of Agency For "Establishment of Ground Control Points (GCPs), Connect GCPs Network Along With Validation of Topographical Survey With Contour Plan Map With UTM Coordinates" For Emini, Amulin and Mihumdon HEP's in Arunachal Pradesh
Website for viewing tender	www.wapcos.co.in and https://gem.gov.in
Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	GeM Portal (https://gem.gov.in)
Estimated cost of Work	INR 12,00,000/- (Twelve Lakhs Only) (inclusive
	of GST)
Eligibility Criteria	<ul> <li>i. The Bidder must be a Reputed, Resourceful and Experienced Company/Firm/partnership firm in India and shall operate in conformity with the provisions of laws in India.</li> <li>ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate.</li> <li>iii. The average annual financial turnover of the bidder should be at least 50% (i.e. Rs. 6, 00,000/-) of the estimated cost of work during the last 3 (three) consecutive financial years ending 2023-2024. Audited Balance Sheet of last 3 (three) consecutive financial years are to be enclosed. This should be duly audited by the Chartered Accountant</li> <li>iv. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking or Private Sector/or any other</li> </ul>

- agency. A certificate shall be attached in this respect.
- v. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than three years during the last Five financial years ending on the financial year 2023-24.
- vi. The Bidder should Experience of having successfully completed at least the followings:
  - a. Three similar completed works costing not less than the amount equal to 4.00 Lakhs during last 7 years

#### OR

b. Two similar completed works costing not less than the amount equal to 6.00 Lakhs during last 7 years

### OR

c. One similar completed works costing not less than the amount equal to 9.60 Lakhs during last 7 years

## Similar works here means:

- a. For Survey: Company should have experience in performing work of Establishment of Ground Control Points, Connect GCP's network along with Validation of Topographical Survey with Contour Plan Map with UTM Coordinates for any water resources project/Hydropower Power Projects/Pumped Storage Projects with similar requirement in India for any state Government/ State or Central Government undertakings/Any Reputed Private agency / Firm.
- b. Work orders and Work Completion Certificates from the concerned state government, state/central government undertakings/Any Reputed Private agency / Firm should be enclosed as proof along with contact details for verification.
- vii. Other Minimum requirements are as follows:
- 1. The agency have sufficient Years of experience in carrying out Topographical Survey works.

2. The agency shall have One Senior surveyor with sufficient Years of experience, who shall be deputed along with other desired personnels to carried out Establishment of GCP through DGPS survey and Levelling method.

The following documents shall be submitted to EIC, WAPCOS for approval of Agency/Bidder for Topographical Survey works.

- i. Against Sr. no. 1, Agency/Bidder shall provide a self- declaration (on company letter head) that the Agency/Bidder has experience in carrying out Topographical Survey works.
- ii. One Senior surveyor, Applicant (Agency/Bidder) shall submit self-attested qualification certificates and CV duly certified by its power of attorney holder jointly with Key Managerial Personnel (KMP) of the company CEO/Managing Director/Company i.e., Director/CFO entrusted Secretary with substantial powers of the management of the affairs of the Applicant/firm, declaring the data to be true and correct.
- iii. The essential equipment to be made available for the contract by the bidder shall be:
  - 1. DGPS
  - 2. Levelling Equipment
  - 3. Total station
  - 4. Prism
  - 5. And any other instruments required for the works
- iv. The Agency/Bidder should have sufficient survey equipment i.e. DGPS and levelling equipment etc. to meet the required timelines for topographical contour map and levelling survey.
- v. Bidder should have sufficient nos. of permanent technical Staff with experience in the field of installation of Ground Control Point, connect GCP's network and validation of topographical survey.
- vi. Joint Ventures/Consortium/Association are not allowed.
- vii. Subsidiary work/Company is not allowed.

Mobilization of Survey Team	07 Days from the date of issue of letter of award of work.
Completion of Work	30 Days from the date of issue of letter of award
Completion of Work	of work.
Tendering Period	As per GeM
Earnest Money Deposit (EMD)	INR 24,000/- (Rupees twenty four thousand Only) for survey works as Earnest Money Deposit (EMD) in the bank account as per the following details:
	Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000288 IFS Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-
	18, Gurugram-122015, Haryana
	The bidder registered with Micro and Small Enterprises (MSEs) and National Small Industries Corporation (NSIC) and having single point registration are exempted from payment of EMD and Tender processing fee of WAPCOS to the extent of Monetary Limit stated in their Registration Certificate.
Offer Validity	90 days from the date of submission of Bid
Last Date of Tender Document	As per GeM Portal
Procurement	The per Gent Forms
Last date of Online Submission of Bid	As per GeM Portal
Last date of Offline Submission of	NA
<b>Technical Document &amp; EMD etc. as detail</b>	
in Tender	
Date & Time of opening of Technical Bid	As per GeM Portal
Online opening of Financial Bid	Will be intimated to Technically Qualified Bidders
Performance security	3% (Three Percent only) of Contract value within
•	15 days of award of contract on GeM
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.
TTU DOOG O I II	Chi-f E i II (II-d. D. D )
WAPCOS Communication address	Chief Engineer-II (Hydro-Power),
during Tendering and execution of	WAPCOS Ltd., Room No. A-32,
during Tendering and execution of	WAPCOS Ltd., Room No. A-32,
during Tendering and execution of	WAPCOS Ltd., Room No. A-32, Plot No. 76-C, Institutional Area, Sector-18,

Price Adjustment	The rates quoted by the Bidder shall be firm and
	fixed. No price adjustment allowed.

Exemption in Tender document fee & EMD by Micro and Small Enterprises (MSEs) registered with NSIC: The companies who are registered with Micro and Small Enterprises and also have the NSIC Certificate under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSEs and NSIC.

If the office of WAPCOS Limited, Gurugram 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 tender and it will be the part of tender. The full details about the work, specifications, drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website https://gem.gov.in.

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

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

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

All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

All information submitted in response to this Notice Inviting Tender (NIT) shall be the property of

WAPCOS Limited and it shall be free to use the concept of the same at its will. The Bidder shall have to register with https://gem.gov.in to participate in e- tenders.

The Bidder should be registered on the GeM portal and proof of registration should be submitted in the technical bid.

The Technical evaluation will be based on the similar work experience, reputation of the firm, establishment etc. of the applicant, their financial capabilities, quality consciousness, etc. Based on the details furnished i.e. eligibility criteria, the applicant will be appointed. Decision of WAPCOS regarding selection/rejection of agency will be final and binding and no further correspondence will be entertained. The selected agency will be informed through post/ mail.

The selected agency has to furnish security deposit as per Tender criteria. The security deposit which will remain interest free with WAPCOS for period of 6 month from the date of appointment and will not be refunded under any circumstances before expiry of this period.

Joint Venture/consortiums are strictly not allowed.

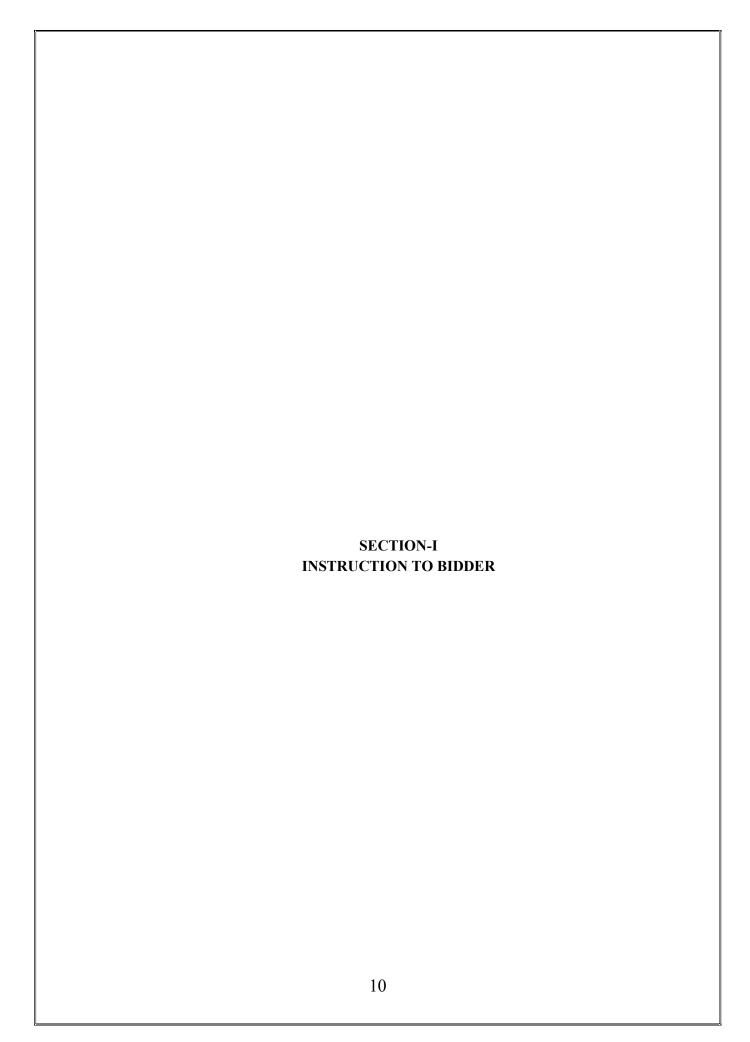
Applications received after the due date and time is liable for rejections.

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

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 & on behalf of WAPCOS Limited

(Sd/-) Chief Engineer L-II (Hydro Power) WAPCOS Limited



# SECTION-I INSTRUCTION TO BIDDER

## SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

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

Sr.	Module	Link for Training Module
No.		
1.	Introduction to Seller/Service	https://assets-
	Provider Functionality	bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Introduction-Seller-Functionality-v1-
		<u>1652261184.pdf</u>
2.	Seller/Service Provider	Using PAN:
	Registration Using PAN	https://assets-
		bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Seller-Registration-Using-PAN-v1-
		<u>1652261232.pdf</u>
	Using Aadhaar	Using Aadhaar :
		https://assets-
		bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Seller-Registration-Using-Adhaar-v1-
		<u>1652261280.pdf</u>
3.	Profile Updation	https://assets-
	(Seller/Service Provider)	bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Seller-Profile-Updation-Approved-07th-
		Feb-2022-1657021156.pdf
4.	Secondary User Creation	https://assets-
		bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Secondary-User-Creation-Seller-v2-
		<u>1652261408.pdf</u>
5.	Overview of Dashboard -	https://assets-
	Seller/Service Provider	bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Seller-Dashboard-v2-1652261449.pdf
6.	Vendor Assessment	https://assets-
		bg.gem.gov.in/resources/upload/shared_doc/trainin
		g_content/Vendor-Assessment-Approved-16 <sup>th</sup> -Feb-
		<u>2022-1657021088.pdf</u>
7.	Bid Participation Services	https://assets-
		bg.gem.gov.in/resources/upload/shared_doc/trainin
		g content/Bid-Participation-Services-v2-
		1652262839.pdf
<u> </u>	ļ	<u> </u>

8.	Earnest	Money	Deposit	https://assets-
	(EMD) Pı	cocess		bg.gem.gov.in/resources/upload/shared_doc/trainin
				g_content/EMD-Requirements-Seller-v1-
				<u>1652262911.pdf</u>
9.	Bill of Qu	antities (Bo	oQ) Seller	https://assets-
				bg.gem.gov.in/resources/upload/shared_doc/trainin
				g_content/Item-Wise-BOQ-seller-v2-
				<u>1652262676.pdf</u>

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

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

## 2. ASSISTANCE TO BIDDERS

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

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

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

• Technical Qualification Documents in original as mentioned in "Section-II - Selection and Qualifying Criteria"

# 4. MINIMUM REQUIREMENTS AT BIDDER'S END

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

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





# **Objective**

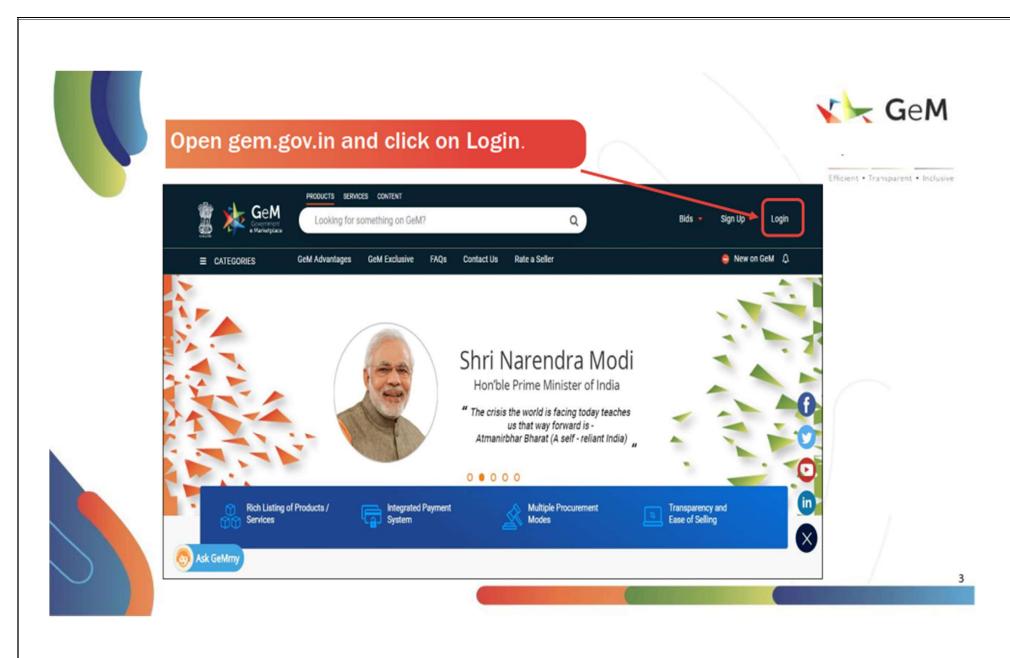


Efficient . Transparent . Inclusive

# Welcome!

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

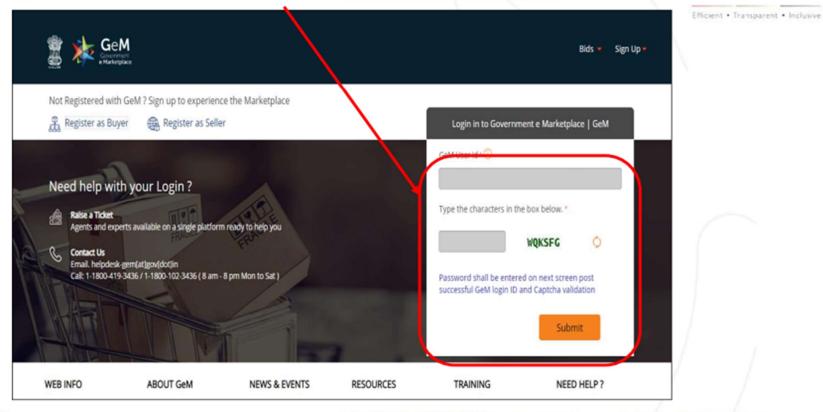








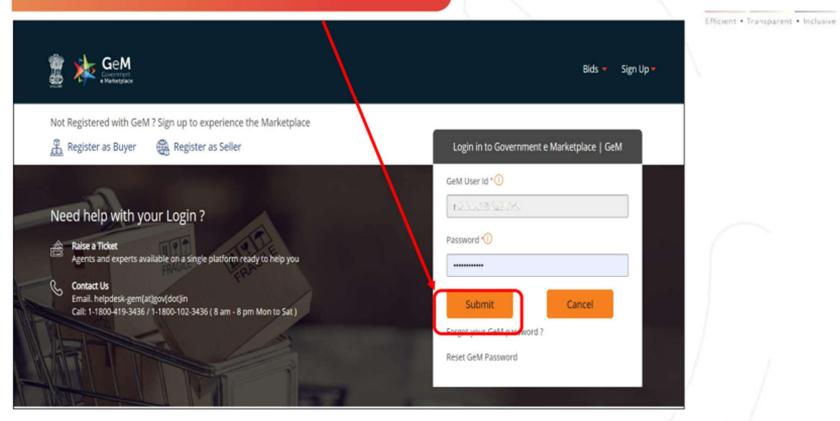






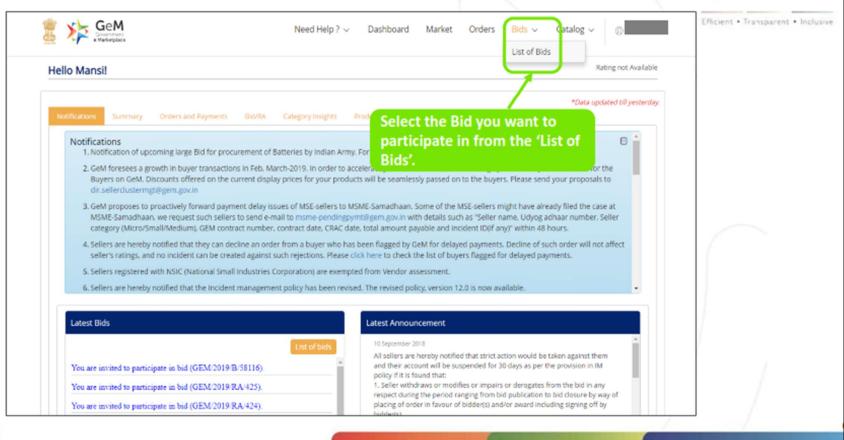


# Enter the Password and click on Submit.



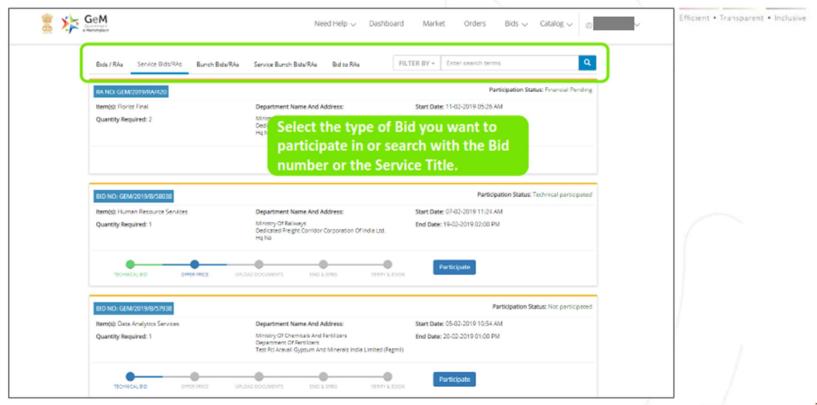






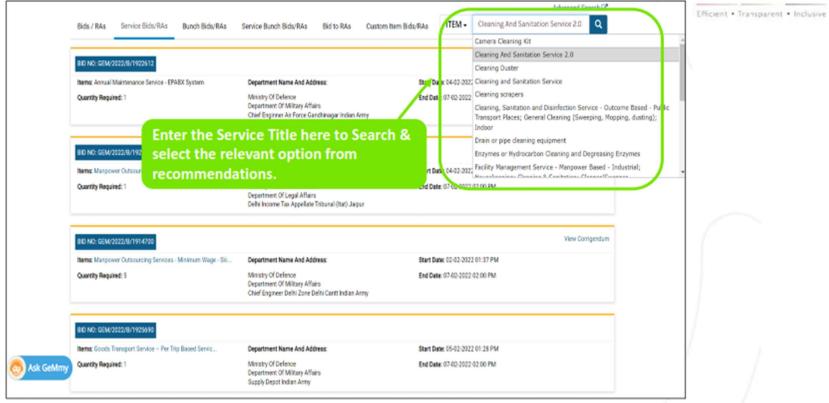






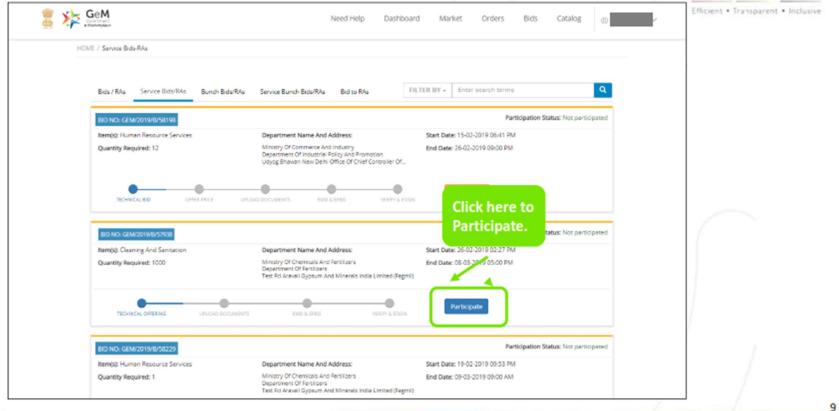






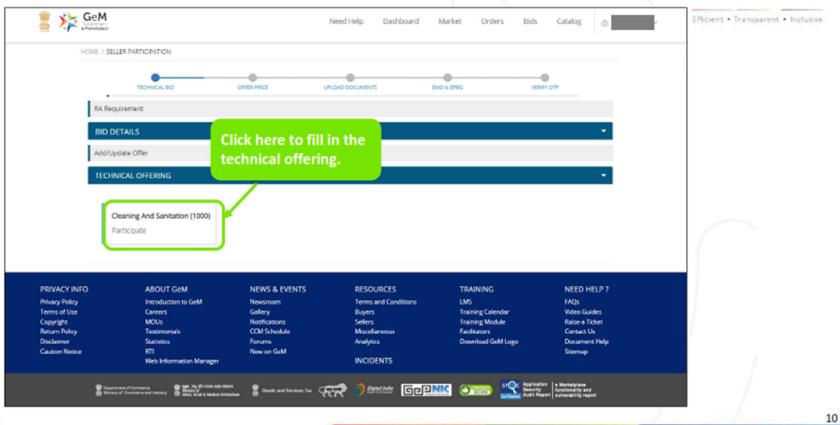


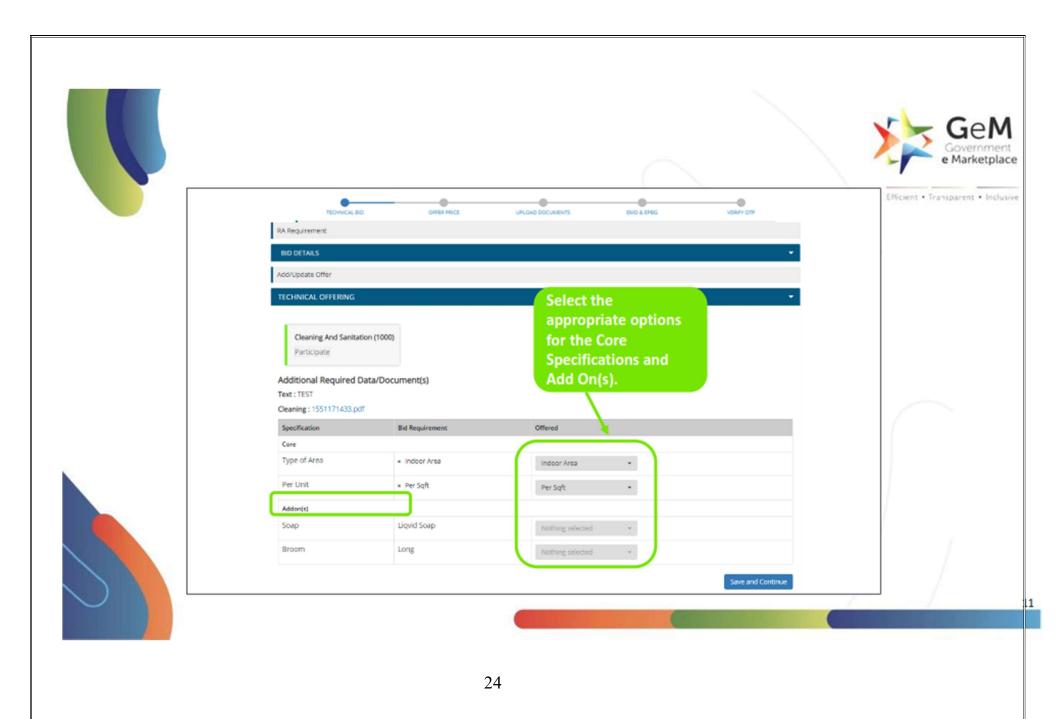


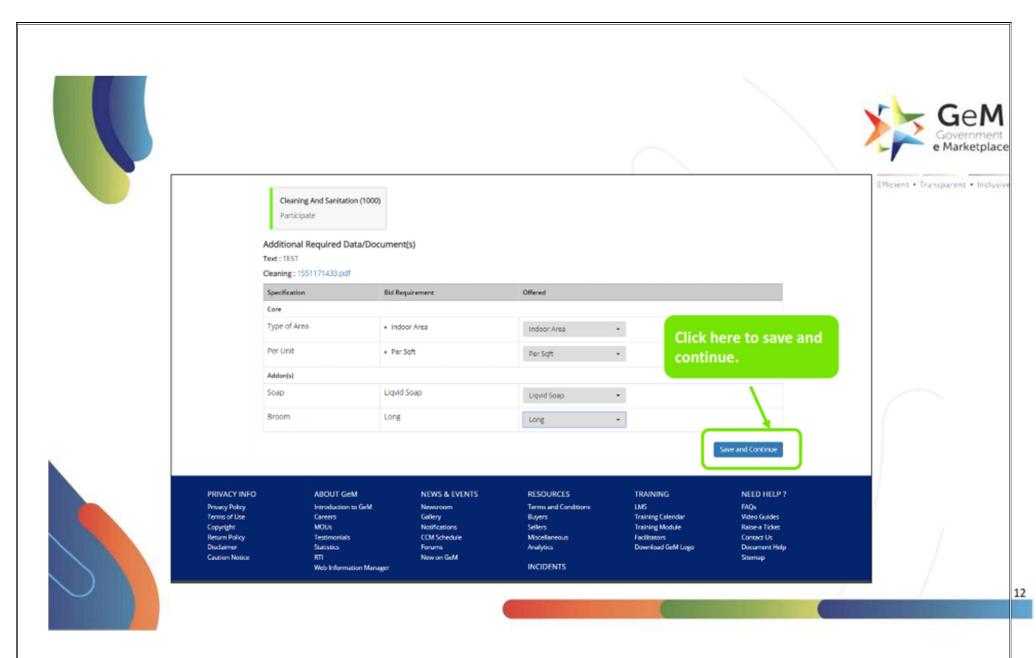


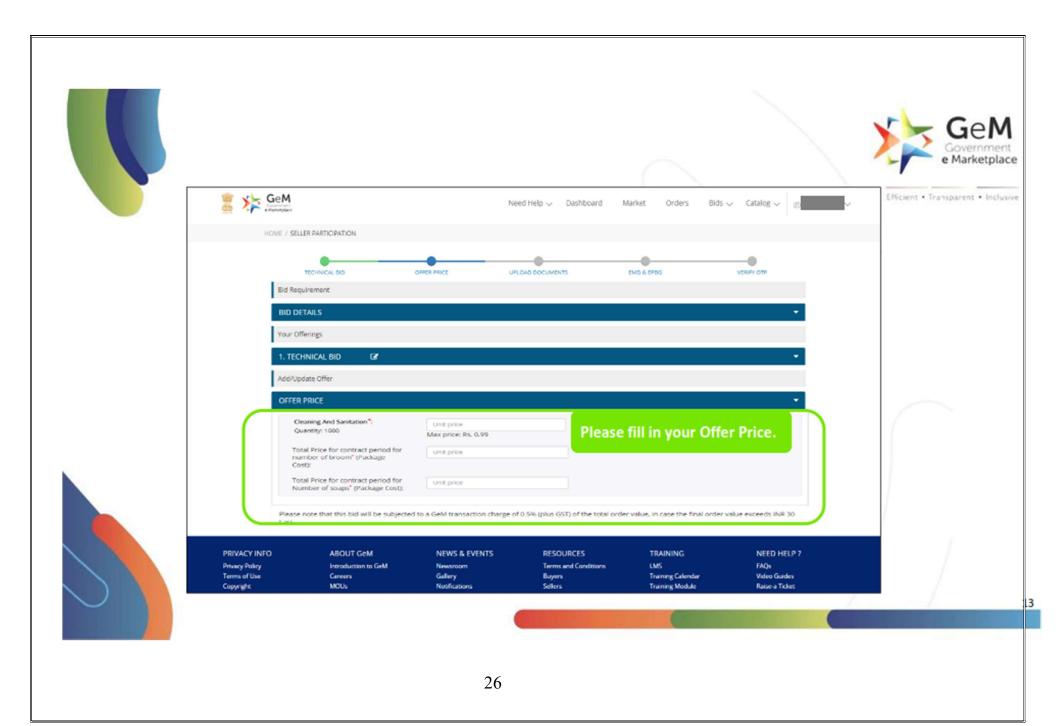


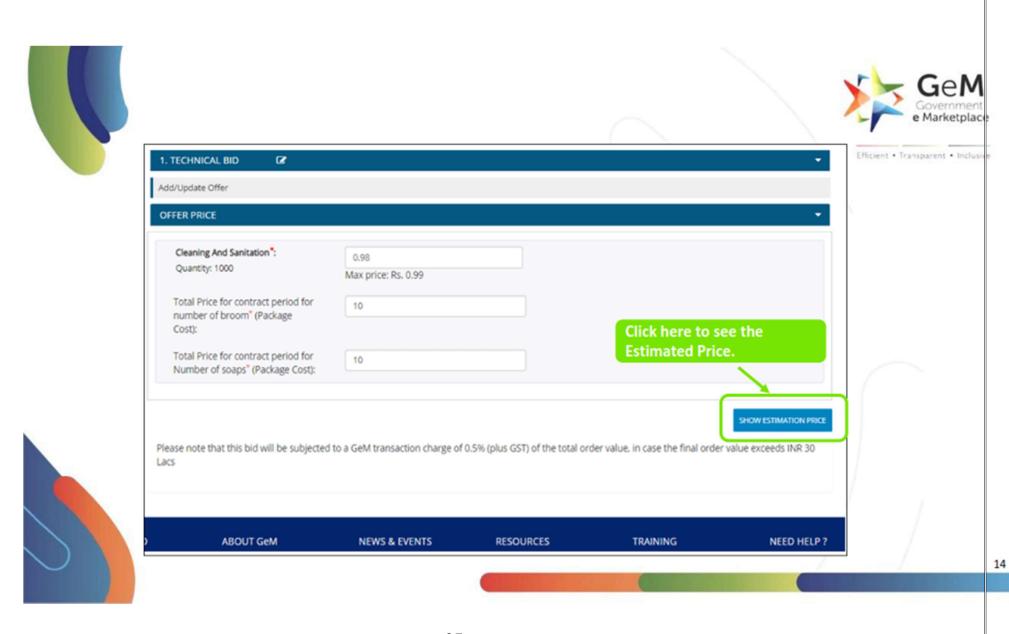






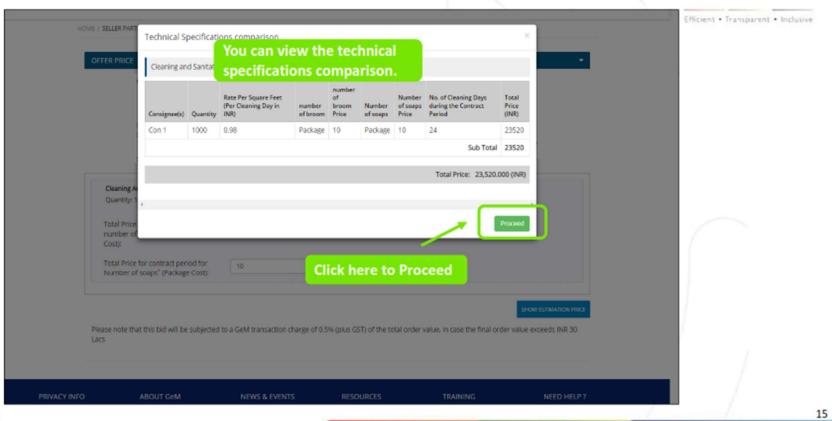


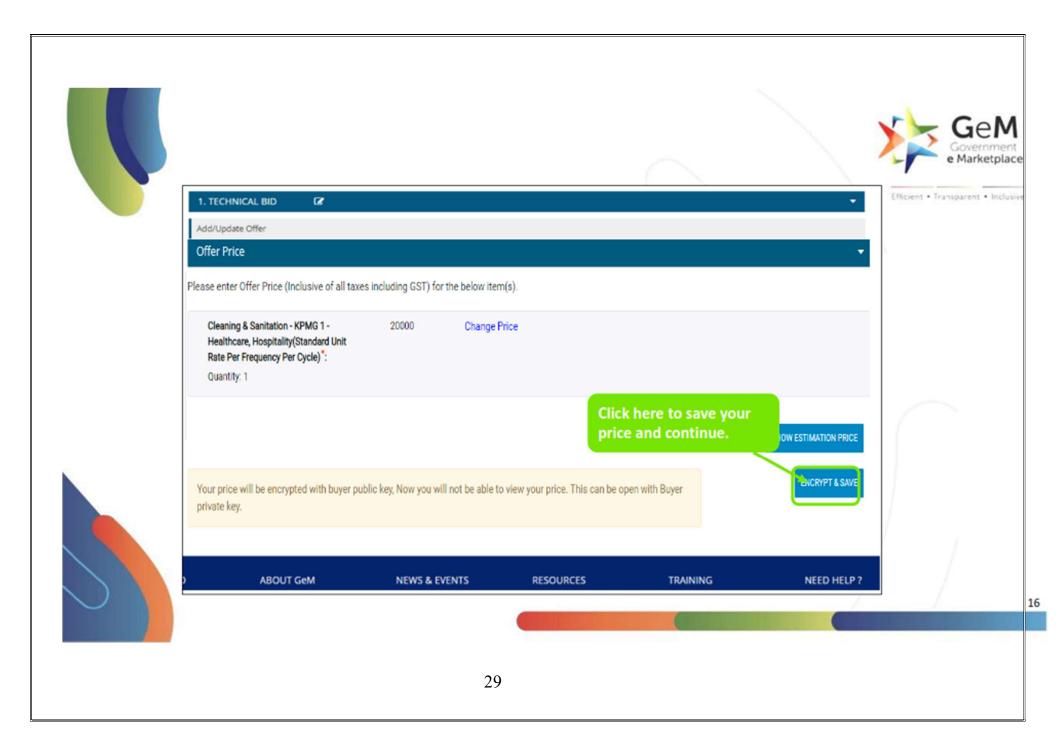






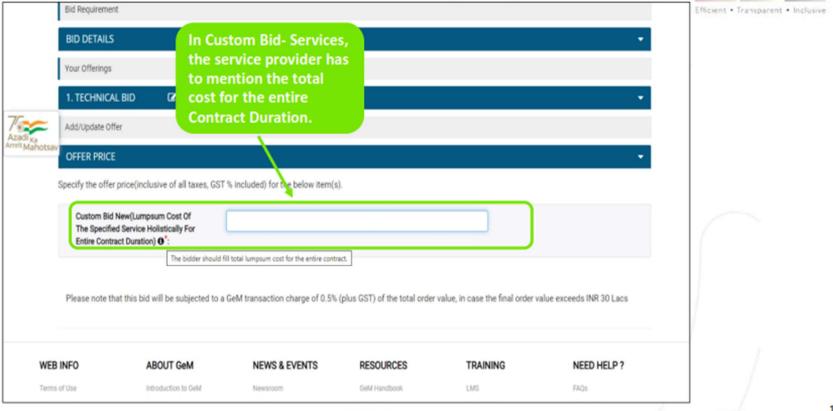
















Efficient . Transparent . Inclusion

OFFER PRICE @ Add/Update Offer Financial and other document to be **Upload Documents** uploaded by the seller. RA documents Bidder Turnover: 6 Choose file No file chosen Prices for the Certificate (Requested In ATC): 0 Choose file No file chosen Spares/Consumabl Selller:\* 0 File uploaded: Choose file No file chosen es to be provided Please Upload Financial Document 0: in the Financial Choose File No file chosen **Document PDF. BidCategory** Data Analytics Services 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 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disablement, without any further notice. 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

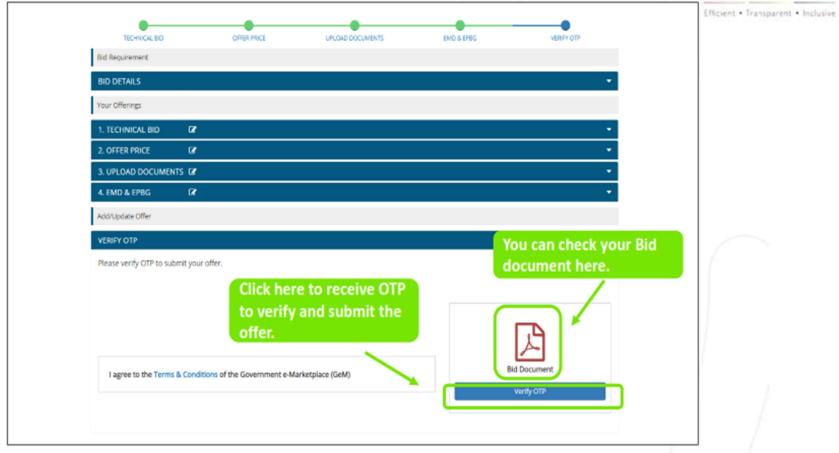




Efficient . Transparent . Inclusive **OFFER PRICE** Add/Update Offer **Upload Documents** Select "Yes" If you RA documents wish to apply for Bidder Turnover: 6 Choose file No file chosen **MSE Purchase** Certificate (Requested In ATC): 0 Preference and Choose file No file chosen **Upload the MSE** Selller:\* 0 File uploaded: 1 Choose file No file chosen Category Please Upload Financial Document 0: Choose File No file chosen **Certificate for** Verification. BidCategory Data Analytics Services 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 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disablement, without any further notice. 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.









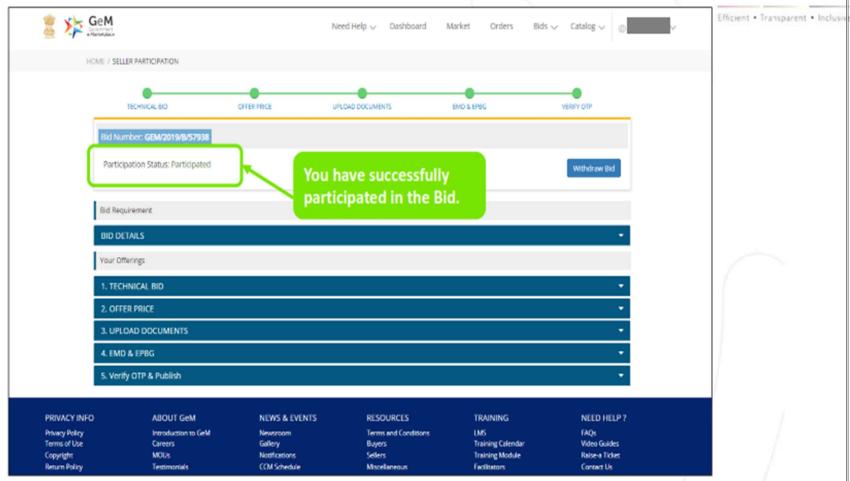


Efficient • Transparent • Inclusive Bid Requirement Your Offerings Please enter the OTP that has sent to your registered mobile. Enter OTP 111111 Your mobile authentication successfull Add/Update Offer **Enter the OTP and click** Not received OTP in 9:39 minutes? on 'Verify' to confirm Please verify OTP to submit your offer. your participation. **Bid Document** Lagree to the Terms & Conditions of the Government e-Marketplace (GeM)

21

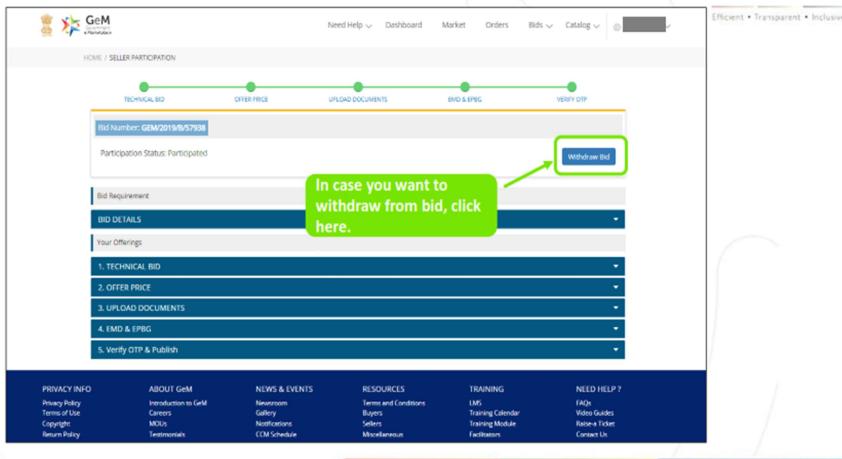












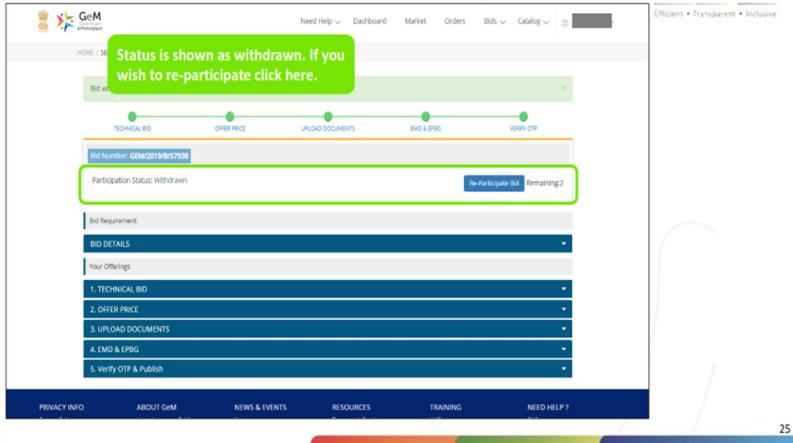


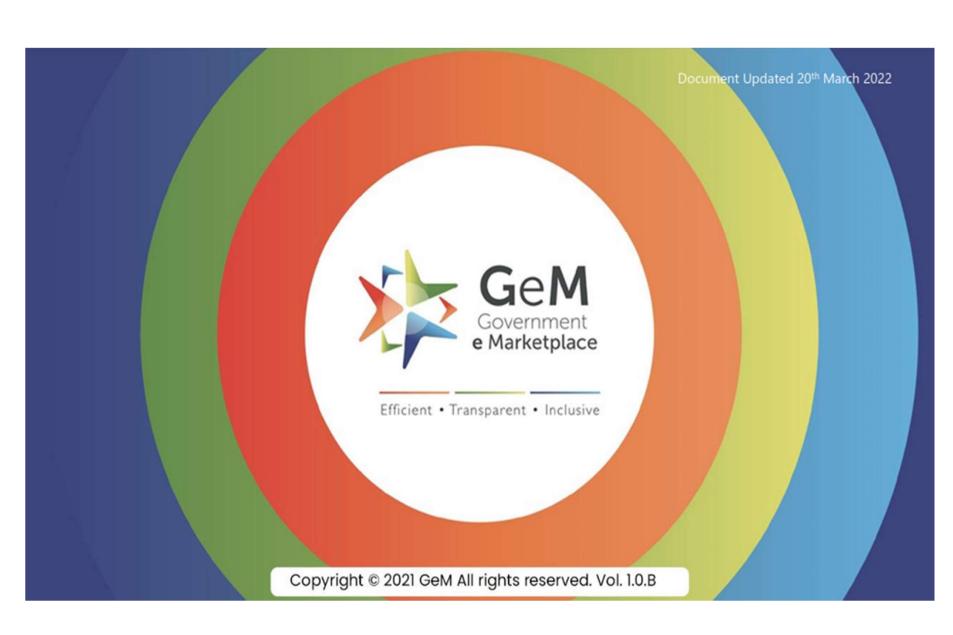


© SeM Controver Side    Contr	Efficient • Transparent • Inclusive
HOME / SELLER PARTICIPATION	
Enter reason for withdrawing and click on "withdraw".  Bid Nullipes: GENERAL SERVICE S	
Participation Status: Participated  Withdraw Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.  Reason *  Incorrect price quoted  Withdraw  Cancel	
Bid Requirement	
BID DETAILS ▼	
Your Offerings	
1. TECHNICAL BID	
2. OFFER PRICE ▼	/
3. UPLOAD DOCUMENTS ▼	
4. EMD & EPBG	/-
5. Verify OTP & Publish	/









#### 6. BLACKLISTING POLICY:

# I) <u>DEFINITIONS</u>

- a. "Agency or Agencies" for the purposes of the present blacklisting policy shall mean Manufacturers /Vendors/Suppliers/ Contracting Agencies/ Contractual Service Providers /Bidders/ Appointed Agency/Bidder s/Experts or any such entity involved in public procurement.
- b. "Blacklisting" means an administrative action/penalty disqualifying an Agency or Agencies, from participating in any public procurement, by the Company for a given period.
- c. "Company" for the purpose of the present guidelines shall mean WAPCOS Ltd.
- d. "Competent Authority" shall mean the authority, which is competent to take final decision for Blacklisting of business dealings with an 'Agency or Agencies' involved in public procurement. Director (Finance), WAPCOS Ltd. Shall be the 'competent authority' for the decisions under this policy.
- e. "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value by the 'Agency or Agencies' to improperly influence the actions in selection process or in contract execution. It shall further include any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- f. "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the 'Company' of the benefits of free and open competition.
- g. "Coercive practice" means harming or threatening to harm directly or indirectly, any other "Agency or Agencies", or its property to influence the actions of such "Agency or Agencies". It further means causing obstruction of any investigation or auditing in a procurement process done by or for the 'Company'.
- h. "Fraudulent Practice" means and includes any act or omission committed by "Agency or Agencies" or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- i. "Poor Services" means services which are not acceptable to the 'Company' in terms of outputs, deliverables specifications, quality, and quantity, timeliness spread of misinformation, unprofessional behaviors and not as per the verbal/written advice of dealing Executive/Officers of the 'Company'.
- j. "Procuring Entity" means WAPCOS Ltd. And shall include all the officers/managers/authorized representatives working with the 'Company'

# II) PROHIBITION ON BLACKLISTED CONTRACTORS TO PARTICIPATE IN BIDDING OF TENDERS/ENQUIRIES FLOATED BY WAPCOS LTD.

a. Any "Agency or Agencies" that is blacklisted by 'competent authority' of WAPCOS Ltd. Shall not be allowed to participate in the bidding of any tenders/enquiries/appointments for projects floated by the 'Company' during the period of blacklisting unless it is delisted by

an order of the 'competent authority'. B) A joint venture or consortium which is blacklisted by 'Competent Authority' of the 'Company' or which has blacklisted member/s and/or partner/s as well as a person/entity who is a member of a blacklisted joint venture or consortium are, likewise, not allowed to participate in any tenders/enquiries for projects floated by the 'Company' during the period of blacklisting.

# III) GROUNDS AND SANCTIONS FOR BLACKLISTING:

- a. During Competitive Bidding and Pre-Contract Signing Stage If it is observed during the bidding process/bids evaluation stage that a 'Agency or Agencies' has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such 'Agency or Agencies' shall be rejected by the 'Company' and its Earnest Money Deposit (EMD) shall be forfeited. Further the 'Competent Authority' shall blacklist such 'Agency or Agencies' from future bidding with the 'Company'. The 'Agency or Agencies' shall liable to be blacklisted under this head in the following circumstances:
  - i. Submission of eligibility requirements containing false information or falsified documents.
  - ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding
  - iii. Unauthorized use of one's name, or using the name of the another for purpose of public bidding. Iv. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the 'Company', without justifiable cause, after such 'Agency or Agencies' had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid or Letter of Intent has been awarded.
  - iv. Refusal or failure to submit the required performance security within the prescribed time.
  - v. Refusal to clarify or validate in writing its bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification.
  - vi. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his/its favor.

The list of grounds under this head is indicative and not exhaustive and shall cover all other acts that tend to defeat the purpose of the competitive bidding and contract execution.

### b. During Execution of Contract

If an 'Agency or Agencies' during execution of the contract is found to have indulged in corrupt I fraudulent/ collusive /coercive practices or provides "Poor Services" during execution of contract, such 'Agency or Agencies' shall be blacklisted by 'Competent Authority' from future bidding/ appointment with the 'Company'. The 'Agency or Agencies' shall liable to be blacklisted under this head in the following circumstances:

- i. Failure of the 'Agency or Agencies' solely due to his fault or negligence, to mobilize and start work or performance within the specified period.
- ii. Failure by the 'Agency or Agencies' to fully and faithfully comply with its contractual obligations without valid cause, or failure by the 'Agency or Agencies' to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - I. Employment of competent technical personnel, competent engineers and/or work supervisors;
  - II. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - III. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - IV. Deployment of committed equipment, facilities, support staff and manpower; and
  - V. Renewal of the effectively dates of the performance security before and after its expiration during the course of contract implementation.
- iii. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- iv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.
- v. For the procurement of consulting services, poor performance by the Agency of his services arising from his fault or negligence. Any of the following acts by the Agency/Agencies shall be construed as poor performance:
  - I. Defective design resulting in substantial corrective works in design and/or construction;
  - II. Failure to deliver critical outputs affecting the project progress due to the fault or negligence of 'Agency or Agencies'; and
  - III. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
  - IV. Defective workmanship designs or works of the 'Agency or Agencies'
- vi. Wilful or deliberate abandonment or non-performance of the project or contract by the 'Agency or Agencies resulting to substantial breach thereof without lawful and/or just cause.
- c. Blacklisting Due to corporate defaults
- i. If the 'Agency or Agencies' has been adjudged as Bankrupt by the competent Court of Law shall be blacklisted.

"bankrupt" means and includes -

- I. a debtor who has been adjudged as bankrupt by a bankruptcy order under Section 126 of the Insolvency and Bankruptcy Code, 2016 along with its amendments.
- II. each of the partners of a firm, where a bankruptcy order under Section 126 of the Insolvency and Bankruptcy Code, 2016 along with its amendments has been made against the firm.
- III. any person adjudged as an undischarged insolvent; ii. If the liquidation process has been initiated for Corporate Insolvency Resolution Process by the Adjudicating Authority under sections 7, 9 or 10, as the case may be. Whereas "liquidator" means an insolvency professional appointed as a liquidator in accordance with the provisions of Chapter III and Chapter V of this Part of the Insolvency and Bankruptcy Code, 2016 along with its amendments, as the case maybe, unless otherwise approved by way of Corporate Resolution Plans.
- ii. If the holding company of the 'Agency or Agencies' or the company itself is deleted by the 'Registrar of the Companies' due to default of any compliance. Unless and until restored by the competent court of law or authority.

#### d. Other Grounds

Apart from the grounds specified above in Clauses 3 (a), (b) and (c) 'Agency or Agencies' shall be blacklisted by 'Competent Authority' from future bidding/ appointment with the 'Company' in the following circumstances:

- i. Some significant stricture(s) is passed against the 'Agency or Agencies' by a court of law and which makes it necessary to blacklist such 'Agency or Agencies', or;
- ii. The 'Agency or Agencies' persistently violates the provisions of Labour Laws, Regulations and Rules, or
- iii. The 'Agency or Agencies' continuously refuses to pay Government dues without showing adequate reasons; or
- iv. The 'Agency or Agencies' or his representative, has shown undesirable manners behaviors etc. in business dealing such as defaming the procuring entity, filing frivolous personal cases against the procuring entity, actions leading to loss of business and market reputation for the procuring entity, or;
- v. Where a 'Agency or Agencies' or his partner or his representative has been convicted or investigation has been initiated by a court of law for offences involving moral turpitude in relation to the business dealings, or
- vi. Where security considerations including suspected disloyalty to the state so warrant the blacklisting order.
- vii. If the 'Agency or Agencies' who has been involved in antinational activities as declared by the competent court/government authorities.

viii. Where the 'Agency or Agencies' by his conduct causes or seeks to cause damage/harm to the interest of the 'Company' or its image/reputation.

## IV) PERIOD OF BLACKLISTING

Blacklisting period shall be reckoned from the date of blacklisting order and ordinarily the period for which 'Agency or Agencies' is blacklisted would not be less than 6 months and would not exceed 3 years. In certain cases where maximum penalty of blacklisting has been imposed and the default of the 'Agency or Agencies' was grievous, the 'Competent Authority' may at the end of such period, review the prevailing circumstances and conduct of the 'Agency or Agencies' and further extend the period of blacklisting. In exceptional cases where the act of 'Agency or Agencies' is a threat to the National Security, the banning shall be for indefinite period.

## V) PROCEDURE FOR BLACKLISTING

- a. If a prima-facie, case is made out that the 'Agency or Agencies' is guilty on the above grounds which can result in blacklisting of business dealings a showcase notice shall be served by the Competent Authority to the errant 'Agency or Agencies'.
- b. The show-cause notice shall indicate the ground on which the 'Agency or Agencies' is proposed to be blacklisted and shall grant the 'Agency or Agencies' a period of ten days to submit its written response to the said blacklisting show-cause notice.
- c. The 'Agency or Agencies' shall be given an opportunity of being personally heard either in physical mode or Virtual Conference ('VC') mode by the competent authority or any officer of designated by the competent authority if a written response is tendered within specified time. Minutes of meeting of the personal hearing shall be prepared.
- d. In case no written response is tendered the competent authority shall proceeded ex-parte.
- e. The competent authority shall take a decision after considering the written response and response given in the personal hearing regarding blacklisting of the 'Agency or Agencies'. Such decision shall be final and binding on the said 'Agency or Agencies'.
- f. The final blacklisting order shall be uploaded on the official website of the 'Company' with a copy of same be forwarded to CMD, WAPCOS Ltd., Ministry of Jal Shakti & the 'Agency or Agencies'.
- g. Once the orders for blacklisting are issued they should not be ordinarily revoked unless:
- h. On a review upon application by the 'Agency or Agencies' the competent authority or the authority higher than it, is of the opinion that the punishment already meted out is adequate in the circumstances of the case or the order so passed was not justified or,
- i. In respect of the same facts the accused has been honorably acquitted by a Court of Law.
- j. An order for blacklisting passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

k. The above process of banning should be completed within 04 months from initiation of case by competent authority.

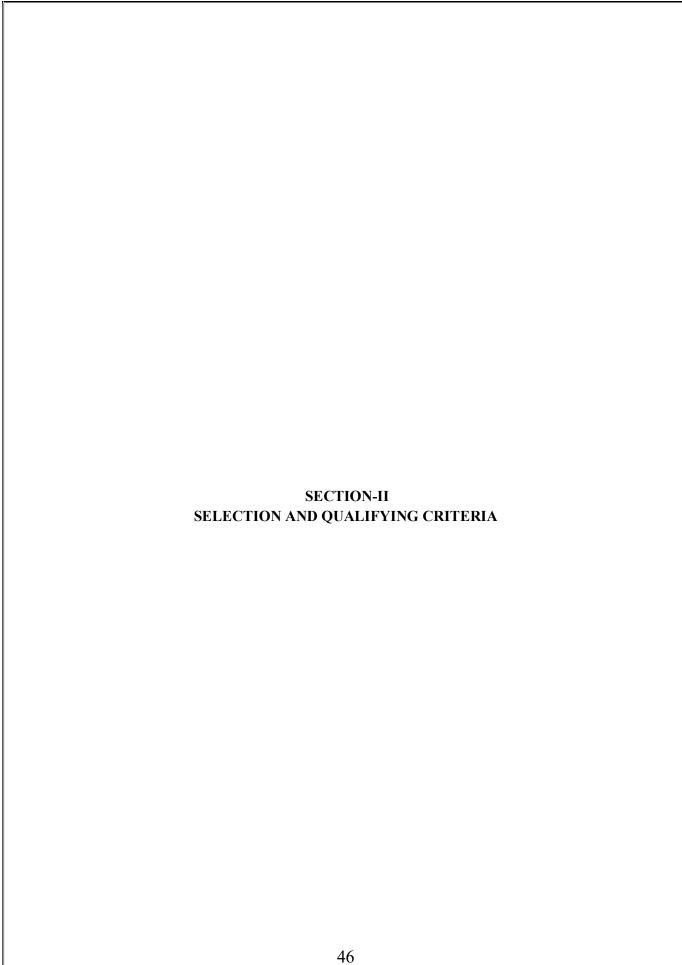
# VI) MISCELLANEOUS

In the event of any dispute arising out of the blacklisting orders and implementation thereof, such dispute shall be subject to the jurisdiction of the Courts of Delhi or the Hon'ble High Court of Delhi at New Delhi.

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

For & on behalf of WAPCOS Limited

(Sd/-) Chief Engineer L-II (Hydro Power) WAPCOS Limited



# SECTION-II SELECTION AND QUALIFYING CRITERIA

#### 1. 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, may 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 Scope of work of project in this Section shall include in accordance with Detailed Technical Specifications of all the works.

### 1) PRE-BID MEETING

Holding of Pre-bid conference shall be at the sole discretion of the Tendering Authority. In case the Tendering Authority feels it necessary to have a pre-bid conference amongst the bidders, then the same shall be held prior to the submission of bids where the queries received from the intending bidders will be clarified as set out below:

- a) The purpose of the meeting will be to clarify issues and to answer questions on any matter connected with the bid.
- b) Bidders are requested, as far as possible, to submit any questions in GeM portal not later than 2 days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause (c).
- c) Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be hosted in GeM portal.
- d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 2) MINIMUM 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 and 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						
S. 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						
c)	Scanned copy of NEFT/RTGS for Tender Fees of the Amount as mentioned in NIT.						
d)	Letter of Transmittal for Technical Bid in prescribed format on bidder's Original letter Head.						
e)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-2024 duly certified by Chartered Accountant. Any such certificate must carry the UDIN (Unique Document Identification Number) (Form-A).						

f)	The contractor/Agency/Bidder should not have incurred any financial loss (profit after tax should be positive) in more than 3 years in last five financial years ending 2023-2024 duly audited and Attested by the Chartered Accountant. Any such certificate must carry the UDIN (Unique Document Identification Number) (Form- A)		
g)	Turnover: Average annual financial turnover of the bidder should be at least 50% (i.e. Rs. 6, 00,000/-) 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. Any such certificate must carry the UDIN (Unique Document Identification Number).		
h)	Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant. Any such certificate must carry the UDIN (Unique Document Identification Number).		

(:)	The contractor should also have		_
i)			
	satisfactorily completed the similar type &		
	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-		
	24. (Form- B).		
	Eligibility		
	Criteria:		
	1. Three similar completed works costing		
	not less than the amount equal to 4.00		
	Lakhs during last 7 years-		
	OR		
	2.Two similar completed works costing		
	not less than the amount equal to 6.00		
	Lakhs during last 7 years-		
	OR		
	3.One similar completed works costing		
	not less than the amount equal to 9.6		
	Lakhs during last 7 years-		
	Projects carried out should be in India		
	only.		

	\ F CCD 10 0	1	I	1
j)	<ul> <li>a) For GCPs and Survey: Company should have experience in performing work of Ground Control Point (GCP), Close &amp; Connect GCP's network and validation of topographical survey for any water resources/Hydro Electric Projects/Pump Storage Projects and similar nature of works requirement in India for any state Government/ State or Central Government undertakings.</li> <li>b) Work orders and Work Completion Certificates from the concerned state government, state/central government undertakings should be enclosed as proof along with contact details for verification.</li> </ul>			
k)	The bidder shall submit <b>Experience</b> Certificate(S) 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 along with 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.			
1)	The bidder should not be insolvent, in Receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency certificate (i.e. the solvency certificate shall be dated after the date of publication of NIT & be addressed to the tendering authority quoting the name of the work) from Banker in original for a sum of at least 40% of			
	the estimated cost.			
m)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and			
m)	the estimated cost.  Name, Address, details of the Organization,			

o)	Goods and Service Tax (GST): Bidders are
	Advised to get themselves registered for GST in
	at different place, which are mandatory, as per Govt.
	of India notification regarding GST. Accordingly,
	bidder shall submit relevant documents if already
	registered. If not registered till date of submission
	of bid, bidder will give undertaking on bidder letter
	head stating that they will get registered in GST as
	per Govt. norms before submission of bills.
p)	NOTE: Proprietor firms shall submit registration
	details or shall submit the copy of relevant page of
	Pass book for the Current Account in the name of
	Proprietor Firm.
q)	Bidder should not be blacklisted/debarred by any
	Government/semi-government department or
	Private Sector/or any other agency. Bidders shall
	give undertaking for not being involved in any form
	of corrupt and fraudulent practices. (Form-D).
r)	Consent Letter to execute the Integrity Pact (Form-
	E).
s)	Bidder shall submit Information on litigation history
	on bidder Letter Head (Form-F).
	on state 25th 115th (10111111).
t)	Format of Undertaking to be Furnished on
	Company Letter head Blacklisting/Non-Debarment
	Undertaking. (Form-H)
u)	The bidder should have owned of the following
	Infrastructure to execute the work.
	Equipment's Quantity (minimum)
	DGPS 2
	Levelling equipment 2
	Total Station 2
	Prism 2

v)	Detailed methodology along with equipment		
	(Including their specifications) proposed for this		
	project. The bidder is required to submit the names		
	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 Sufficient nos. of surveyors and		
	along with fulfill the Qualification as per Eligibility		
	Criteria Point No. vii. Of NIT. (Form-G)		
	Completion time schedule and methodology for the		
	project shall be submitted.		
w)	List of equipment available along with their		
w)	specification and present deployment and make		
	(viz. DGPS, levelling equipment's, Total Station,		
	Prism and other required equipment's for GCP's &		
	Validation of survey work and their		
	specifications, etc.)		
x)	Each page of the all Volume of Tender document		
11)	& 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. (Submit with the document of online &		
	Offline Submission)		
	0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	 i	

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:

- a. 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.
- b. 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.
- c. 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.
- d. Financial of technical responsive bidder shall be opened and in lowest financial bidder shall be allotted the work.
- e. The selected bidders have to furnish the 3% performance security within 7 days from the issue of Letter of Award (LoA).
- f. 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.

1. Originals of EMD in the form of NEFT/RTGS, Solvency Certificate & Power of Attorney in separate sealed 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.

NOTE: Above envelope shall be submitted 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 upon submission of proof of GST payment.

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

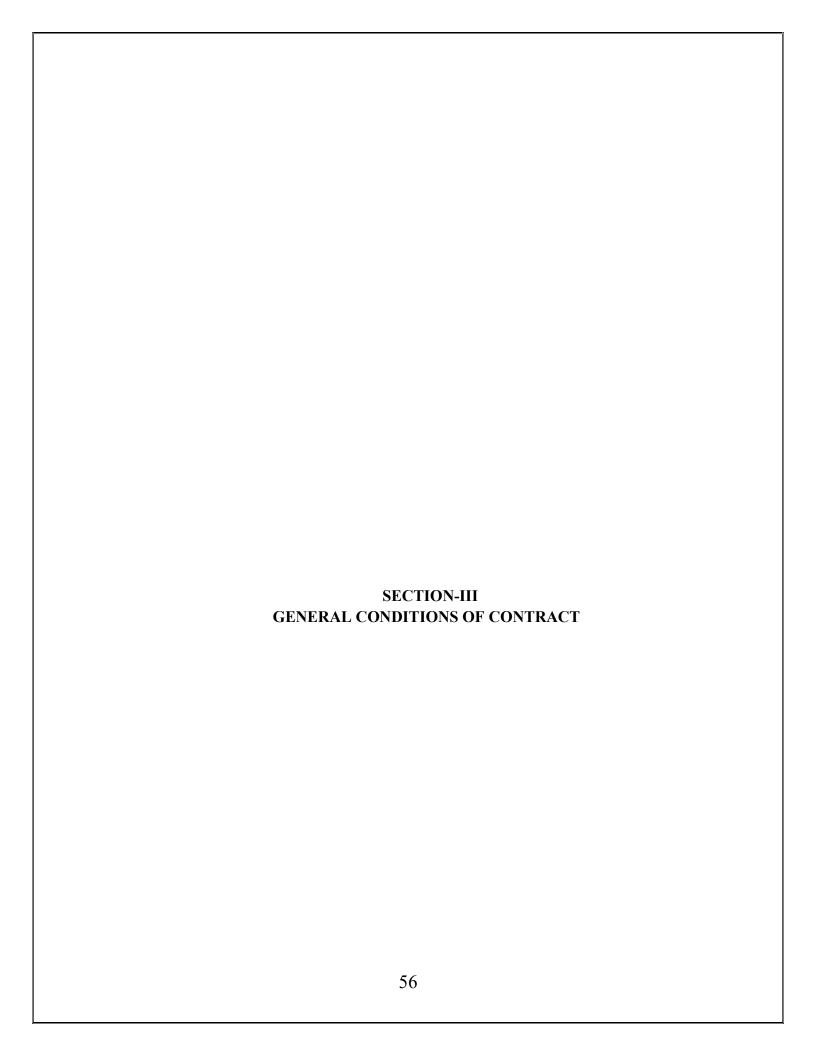
The financial proposal is to be filled by bidder in the file attached in GeM portal. After that, same filled file, will be uploaded by bidder at the submission of Financial/Price Bid.

#### 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 WAPCOS Limited

(Sd/-)
Chief Engineer L-II (Hydro Power)
WAPCOS Limited



#### 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:

- a. 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;
- b. Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations;
- c. Taking all necessary safety precautions;
- d. Clearing sight lines by removal of bushes and scrub;
- e. Access to the project site;
- f. Making of temporary paths for movement of equipment's etc.;
- g. Any stoppage of works due to any unforeseen reason.

### 2. TERMS AND CONDITIONS

# 2.1 Time of Completion

All field works including submission of final report shall be completed within 30 (Thirty Five) days from date of award of concerned 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.

#### 2.2 Performance Guarantee

A performance guarantees of Three (3) % of the value of the work order shall be payable by the contractor (successful bidder) within seven (7) days of award of the work.

EMD 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. Performance Guarantee will be

return soon after the completion of works and issuance of the completion certificate

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, Bank Account Number: 193502000000288 IFSC Code: IOBA0001935

**Beneficiary: WAPCOS Limited** 

Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana"

Acknowledgement Number so generated may be provided along with the BG's.

# 2.3 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.

#### 2.4 Variation

Variation of  $\pm$  30 in the quantities shall be allowed.

# 2.5 Phasing of Payment

1.	On submission of draft report and drawings of GCP &	
	Validation of Topography survey (in soft & Hard copy) on acceptance thereof	50% of the Quoted cost
2.	Submission and Acceptance of final report after incorporating WAPCOS observations	50% of the Quoted cost

# 2.6 Terms of Payment

All the payments will be made on the basis of actual quantity of work executed and as per the unit rate quoted in the price bid after receipt of original tax invoices along with relevant documents from the date of certification by the Engineer-In-Charge and will be made on back to back basis i.e. on receipt of corresponding payment from our principal employer/client. No extra amount will be paid over and above the executed work. GST payment will be made on submission of proof/challan.

## 2.7 Back to Back Payment

The Contractor acknowledges that under the present Work, WAPCOS is only working as intermediary between our client being Principal Employer and Contractor. Thus the Contractor 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 Contractor 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 Contractor. The said condition shall supersede any and all other conditions of Contract between the parties.

### 2.8 Taxes and Duties

All taxes, levies, duty, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Tripura 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.

# 2.9 Programme

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

### 2.10 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 and day to day interaction with the employers authorized representative for field activity.

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

#### 2.11 Insurance

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

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

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

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

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

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

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.

# 2.12 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.

#### 2.13 Arbitration

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

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, and then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) 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-Agency/Bidder/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."

#### 2.14 Other Terms and Conditions

- i) 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 labourers 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 through comfort letter.
- iii) The agency has to make all arrangements to provide necessary accommodation / 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.
  - a. Third party liability insurance.
  - b. Worker's compensation insurance in respect of contractor's personnel.
  - c. Any other insurance for public & contractor's personnel in accordance with the relevant provisions of the applicable land.
- v) The agency shall comply with the provisions of the following acts:
  - a. Contract labour (Regulation & Abolition) Act 1970

- b. Employees Provident Fund Act, 1952
- c. Minimum Wages Act, 1948 (Amended)
- d. Employer's Liability Act, 1938 (Amended)
- e. Industrial Employment Act, 1946 (Amended)
- f. Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- vi) The Contractor shall not employ any laborer below 18 years.

### 4.0 PREFERENCE TO MAKE IN INDIA

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

# RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017

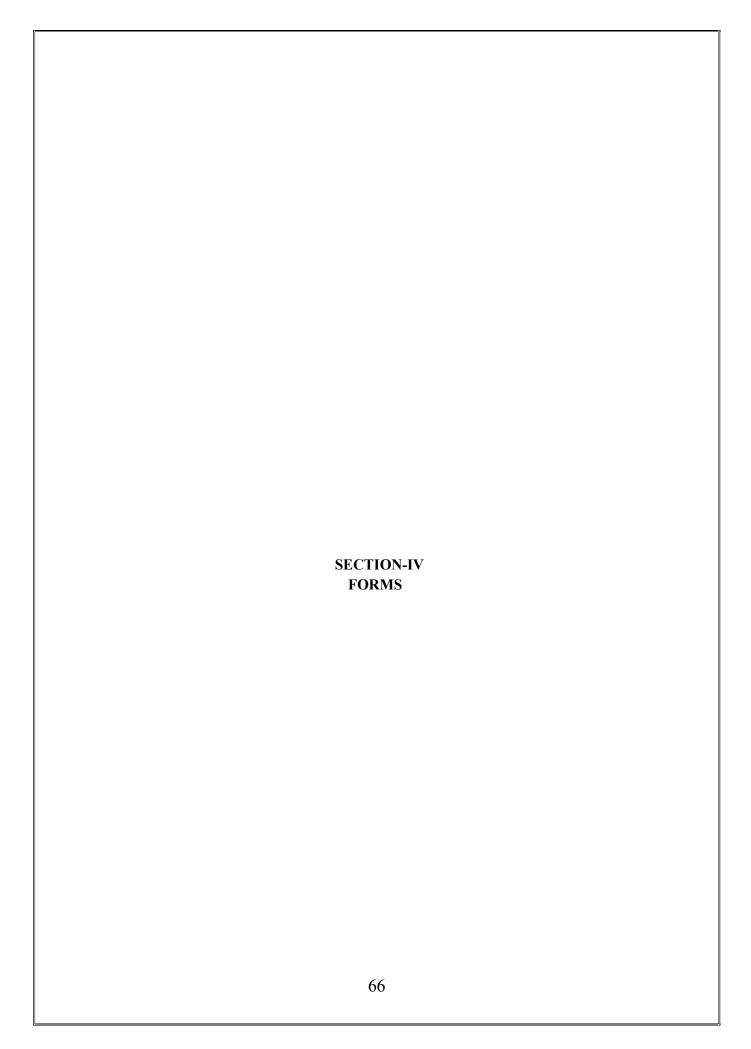
- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 2) "Bidder "(including the term 'tenderer', 'Agency/Bidder 'or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 3) "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or Fregistered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:
  - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means; Explanation:
  - "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
  - d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

For & on behalf of WAPCOS Limited

(Sd/-) Chief Engineer L-II (Hydro Power) WAPCOS Limited



# LETTER OF TRANSMITTAL (On Bidder Original Letter Head)

To The Chief Engineer L-II (Hydro-Power), WAPCOS Limited, Gurugram

Val	rablishment of Ground Control Points (GCPs), Connect GCPs Network Along with lidation of Topographical Survey with Contour Plan Map with UTM ordinates for Emini, Amulin and Mihumdon HEPs, Arunachal Pradesh - reg
Ref: - NI	T No.
Dear Sir,	
	e downloaded /obtained the tender document(s) for the above mentioned Tender/Work the website namely: as per your advertisement.
Con sche	e hereby certify I/We hereby certify that I/We have read the entire Terms & ditions of the Tender Documents (including all documents like annexure(s) dule(s), etc.,), which form part of the contract agreement and I/We shall abide hereby erms/conditions/clauses contained therein.
	corrigendum(s) issued from time to time by your department/organization too have been taken into consideration, while submitting this acceptance letter.
	e hereby unconditionally accept the tender condition of above mentioned tender ament(s)/corrigendum(s) in its totality/entirety.
orga	case any provisions of this tender are found violated, then your department nization shall without prejudice to any other right or remedy be at liberty to reject this er/bid including the forfeiture of the full said Earnest Money Deposit absolutely
	e do hereby declare that our Company has not been blacklisted/ debarred by any t. Department/Public Sector Undertaking or Private Sector/or any other agency.
	Yours faithfully,
	Signature, name and designation of the Authorized signatory)
	ate:
P	lace: Name and seal of Bidder

# FORM-A FINANCIALINFORMATON

# [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).
- 2. Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number).

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

3.	Financial arrangements for ca	rrying out the proposed work: It is hereby declared that -
	resources to execute the prop	(Name of firm with address) has enough financial osed work.
U	ature of Statutory Auditor of Statutory Auditor	Signature of Bidder(s) (with Seal)
UDI	N (Unique Document Identif	cation Number)

# FORM-B STATEMENT OF SIMILAR WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETEDDURING THE LAST 7 YEARS

Name of work	Allotment/ award No & date	Name & address of client who awarded (Including Tele/Fax No.	Contract value in Rs. Original / revised	award of	Date of complet ion original /revised	Actua l date of compl etion	plet ion	Typ e of wor k	Remarks explaining reasons for delay in work completion if any
1	2	3	4	5	6	7	8	9	10

# **NOTE:**

- 1. The Tenderer should provide information as per this Performa for the firm/company for all 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.

Date:	
Place:	Name and seal of Bidder

# FORM-C STRUCTURE & ORGANISATION

S.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  1.  2.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	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-D

# **FORMAT FOR NO-CONVICTION CERTIFICATE**

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

Subject: No-Conviction Certificate for	(Name of the work /project)
having registered office at has never been blacklisted or restricted to	(Name of the organization),  (Address of the registered office) apply for any such activities by any Central / er or Private Sector/or any other agency or Court of
	(Name of the organization), is Fraudulent Practices in past and will never be
	Yours faithfully, (Signature, name and Designation of the Authorized signatory)
Date:	
Place:	Name and seal of Bidder

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

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

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

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.

(Signature, name and
Designation of the Authorized signatory

Yours faithfully,

Date:

Place:

Name and seal of Bidder

#### **Enclosure-I**

#### **INTEGRITY AGREEMENT**

#### [To be submitted on Stamp paper of At least Rs.100]

· • • • • • • • • • • • • • • • • • • •
This Integrity Agreement is made at on this day of 20
BETWEEN
WAPCOS Limited, New Delhi (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)  AND
(Name and Address of the Individual/firm/Company) through
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
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

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

documents and Contract between the parties.

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

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

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange

- any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ 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 addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in 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 or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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

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

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

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

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

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

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

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

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intension.
- (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 the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the

place and date first above mentioned in the presence of following witnesses:
(For and on behalf of Principal / Owner)
(For and on behalf of Bidder / Contractor)
WITNESSES:
1 (Signature, Name and Address)
2
Place:
Date:

### FORM-F

### FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

	[*To be submitted on Bidder's Original Letter Head]
То	
	f Engineer L-II (Hydro-Power), 5 Limited, Gurugram
Subject:	Litigation History, Liquidated Damages, Disqualification for - (Natof Work/Project)
	by declared that our firm (Name of firm with address - ) neither disqualified, nor hat ation history and no Liquidated Damage imposed on the firm by any Department.
	Yours faithful
	Yours faithful
Date: Place:	

#### **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 31.03.2024 or currently in execution.

#### 1. <u>ARBITRATION CASES</u>

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

#### 2. COURT CASES

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

- 3. Information Regarding Current Litigation, Debarring/Expelling of Tenderer or Abandonment of Work by Tenderer.
  - a) i) Has the Bidder consistent history of Litigation Yes/No
    - ii) If yes, give details:
  - b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
    - ii) If yes, give details:

c)	i) Has the Bidder abandoned any contract work during the last 5 yearsYes/No
	ii) If yes, give details:
d)	i) Has the Bidder been declared bankrupt during the last 5 yearsYes/No
	ii) (If yes, give details, including present status:
e)	i) Has the Bidder been debarred by client or by any Department Yes/No ii) If yes, give details:
No	te: i) Separate sheet may be used for giving detailed information.
-	information in this schedule is found to be incorrect or concealed, pre-Qualification or will be summarily rejected.
	Yours faithfully,
	(Signature, name and designation of the Authorized signatory)
Date:	
Place:	Name and seal of Bidder

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

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

Date:

Place:

Name and seal of Bidder

#### 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 Management Experience

#### **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

Date

Name of authorized
Representative of the
Contractor

Signature

{day/month/year}

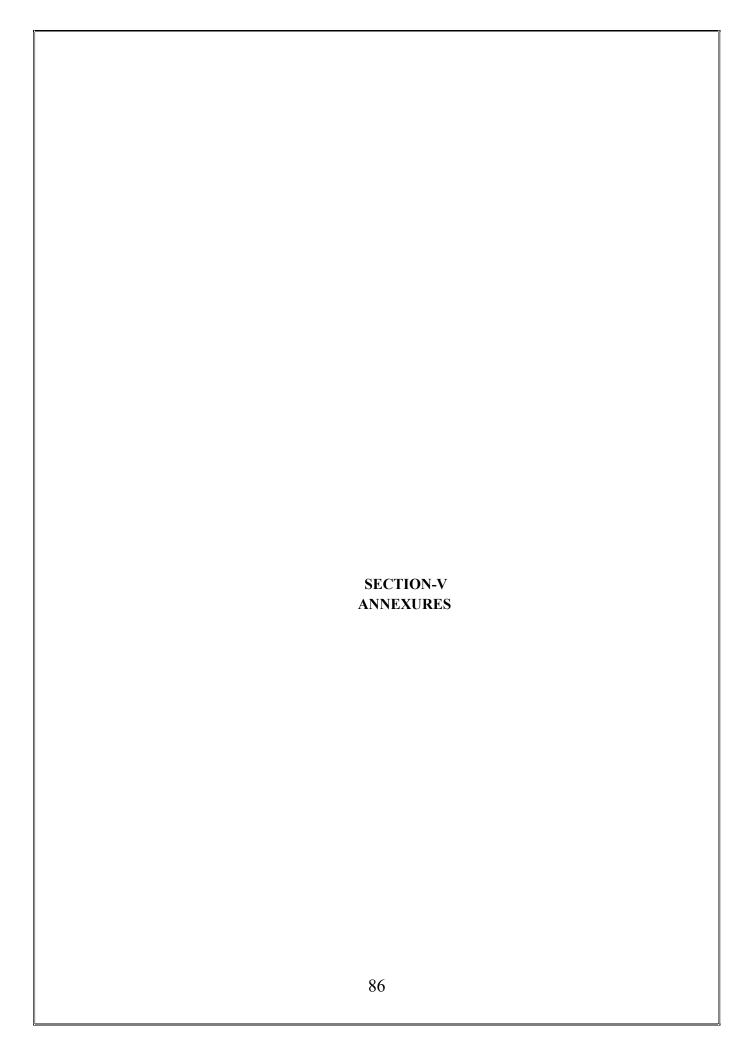
{day/month/year}

Date

Representative of the Contractor

### FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTERHEAD BLACKLISTING/NON-DEBARMENT UNDERTAKING

To,
The Chief Engineer L-II (Hydro-Power),
WAPCOS Limited, Gurugram
Sub: Name of Work:Tender No:
This is a significant of the sig
This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS
Limited. Further, we hereby confirm and declare that we, M/s is no
blacklisted/De-registered/debarred by any government department/Public Sector
Undertaking/Private Sector/or any other agency for which we have Executed/Undertaker
the works /Services during the last 5 years.
For
Authorized Signatory:
Date:



#### ANNEXURE-I FORM OF PERFORMANCE BANK GUARANTEE

To WAPCOS Limited. 76-C, Sector 18, Institutional Area Gurgaon, Haryana-122015. In consideration of (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. dt.\_\_\_\_\_ and the same having been unequivocally accepted by Rs. (Rupees only) for\_\_\_\_\_ (name the Contractor, resulting in to a - contract valued at of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. (Rupees\_\_\_only) (3 % of the said value of the Contract to the Employer). We, (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. (Rupees 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 dated of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

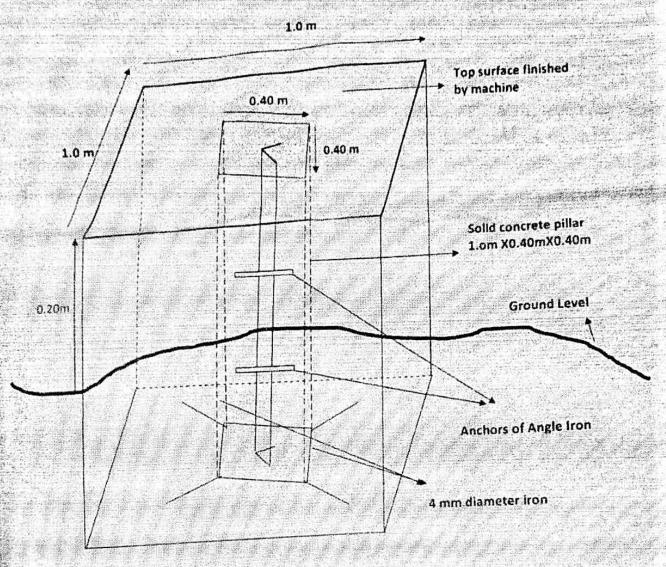
We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anythin	g 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 t	me to time for such period as may be desired by M/s WAPCOS Limited
to whom this bank guara	ntee has been given.
Notwithstanding anythin	contained herein

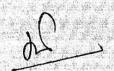
- i) Our liability under this guarantee shall not exceed Rs.\_\_\_\_(Rupees\_\_\_only);
- ii) This bank guarantee shall be valid upto\_\_\_\_\_; and

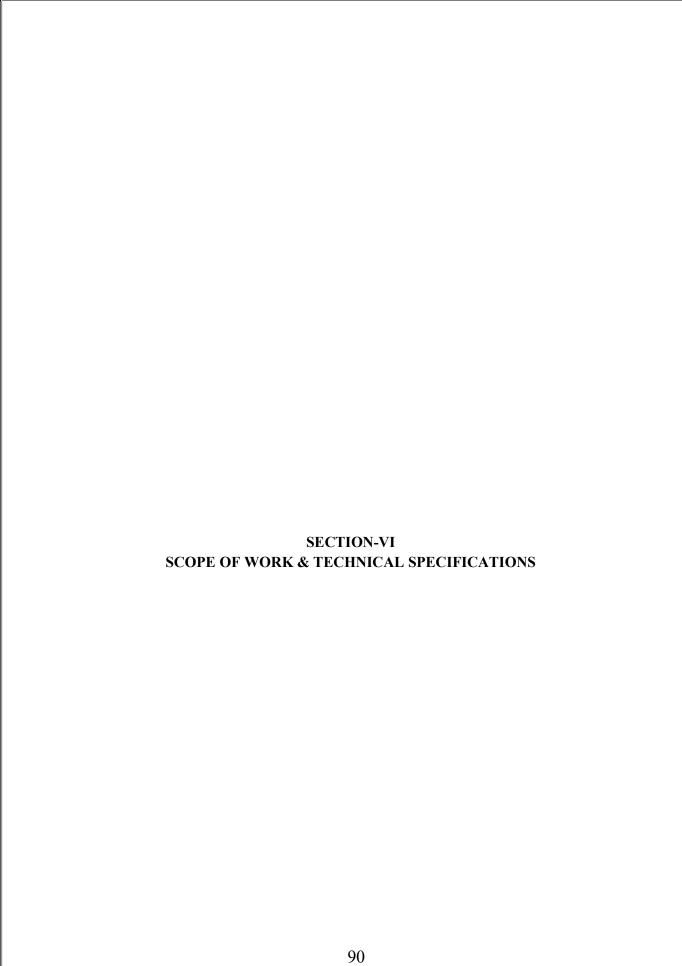
any pa or den	art thereof un	e payment shall arise and we ar der this guarantee, only and or of the guarantee on or before uarantee)	aly if you serve upon us	s a written clain
Dated this	day of	at New Delhi.		

## SPECIFICATION OF SURVEY PILLAR



- (i) Galvanised iron or Steel Rod, the upper surface of which is finished with fine punch or brass marked at the top junction of Angle iron is required to be embedded and suitably anchored at two places with its top surface flushed with top surface
- (ii) The height of pillar above ground may be increased from 0.20m only if it is constructed on a rock.
- (iii) The inner pillar should be prepared with concrete material in ratio 1/2:4 and surrounding pillar with dimension 1m x 1m x 1m by using stone concrete with cement.





#### SECTION-VI SCOPE OF WORK & TECHNICAL SPECIFICATIONS

#### 1.0 Brief Description of the Basin

SJVNL is keen to explore and develop Hydro Electric Project (HEP) in the state of Arunachal Pradesh. In this regard SJVN has been allotted (3) HEP namely EMINI, AMULIN AND MIHUMDON location in state of Arunachal Pradesh for non-invasive survey & investigation, analysis and FR/PFR preparation.

Indicative and tentative Installed Capacity of HEP are EMINI, (500 MW). AMULIN (420 MW), & MIHUMDON (400MW). The Installed capacity of the HEP is very preliminary based upon the previous reports and site visit of the SJVN officials. The tentative coordinates of the dam sites are tabulated below:

Project Name	Dam Site			
	Longitude	Latitude		
EMINI	E 95°52'16''	N28°49'52''		
AMULIN	E95°49'12''	N28°57'02''		
MIHUMDON	E95°58'12''	N28°53'52"		

#### 2.0 Scope of Work

- 2.1 The Agency/Bidder shall validate topography/contour map of the each HEP area. (Emini, Amulin and Mihumdon). The contour map of each HEP shall cover the reservoir area including submergence area, all project components, all alternative layouts and the area required for planning of the project.
- 2.2 Preparation of DGPS map of proposed project site and preparation of KML file, superimposition of boundary of topo sheet of survey of India shall be carried out as per direction of Engineer in Charge (EIC).
- 2.3 The Agency/Bidder shall establish 18 Nos. Ground Control Points (GCPs)/Benchmarks using Differential Global Positioning System (DGPS) in WGS-84 coordinate system or take GCPs/Benchmarks from SOI/ Government of Arunachal Pradesh/Railways/ Forest. These GCPS shall be used for Georeferencing of the Digitals Elevation Models (DEM)/contour plan and mark on the topographic/ contour map. The tentative locations of all GCPs is shown in drawings in Section-VII of this document.
- 2.4 The construction of GCP near the Project Emini, Amulin and Mihumdon HEP'S sites as per specification given in Annexure-II.

- 2.5 The Agency/Bidder shall plan 18 GCP's in such a way that (minimum 6 no. GCPs for each HEP site) in consultation with Engineer-in Charge they cover and as per drawing /Location enclosed represent for the project Emini, Amulin and Mihumdon HEP's sites. However the GCP Point may be increase or decrease as per project site conditions.
- 2.6 The Agency/Bidder shall follow the norms of Govt. of Arunachal Pradesh for working in Wild life area/sanctuary.
- 2.7 DGPS equipment calibrate/take satellite readings of each GCPs at least 8 hours if SOI benchmark point is available within interested survey area, and 72 hrs in unavailability of SOI benchmark points.



Site Locations on Google Map

- 2.8 The Agency/Bidder shall close and connect GCP's network of each HEP by Datum Leveling depicting MSL height with accuracy/closing error not more than 12√k as per IS 5497 (latest version) where k is the distance in km. The traverse length shall be taken as planned by Agency/Bidder according to GCPs network for each HEP.
- 2.9 The Agency/Bidder shall validate Topographical /prepare Contour plan map with Universal Transverse Mercator (UTM COORDINATES) projection on AutoCad format (.dwg) with contour interval of 2m having scale 1:10000 with accuracy of 2-2.5 m of satellite imageries. This map shall be used for obtaining the wildlife clearances and hence accuracy is prime importance. However, WAPCOS shall provide the satellite imageries for validation.

- 2.10 The requisite topographical data shall be arranged by Agency/Bidder on its own cost and shall be made available to WAPCOS in soft editable format.
- 2.11 Goggle earth data /SRTM (USGS) shall not be used for preparation of this topographic map.
- 2.12 The Agency/Bidder shall provide KML, file after demarcation of all GCP Point along with Co-ordination X,Y &Z in Excel file Format
- 2.13 The Agency/Bidder shall provide Geo-referenced map of the project area (including submergence).
- 2.14 Topographical map shall also show prominent features like water body, roads, Electric Sub -station & Transmission lines, Temples, etc.
- 2.15 The Agency/Bidder shall provide the raw data of DGPS survey along with levelling survey.

#### 3.0 Technical Specifications

- 3.1 All work shall be carried out in accordance with the detailed specification herein after described.
- 3.2 All work shall be carried out in accordance with the detailed specification herein after described. The Works shall be executed according to the specifications and good standard of practice necessary to fulfill the objective of the survey work strictly in accordance with the instructions and to the satisfaction of the WAPCOS Engineer-in Charge.
- 3.3 The specifications shall be read in conjunction with the description of the items in Bill of Quantities/Scope of works. For any discrepancy that may exist between the specifications and corresponding scope, decision of the Engineer-in-Charge as to the clarity of the point shall be final and binding on the Survey agency.
- 3.4 Topographic survey is to be carried out using Total Station of two second accuracy. Total station shall be checked periodically for horizontal and vertical collimation. Auto level of 1mm accuracy shall be used for fixing benchmark levels and levels of station point of the Total Station.
- 3.5 The fieldwork shall be done in the following steps:
  - I. Providing geographical coordinates of the survey area.
  - II. Establishing horizontal and vertical control points and locating Survey of India/Govt. of Arunachal Pradesh/Indian Railway/Forest reference grids and bench mark in the area.
  - III. The accuracy of GCP's/survey would be checked by closing back traverse. In case any difference is noticed, the traverse would be repeated till such difference is

- eliminated. The closing error in traverse shall not exceed one in twenty five thousand (1:25,000) in terms of length.
- IV. Survey agency shall also submit the calculations for traversing and clearly write down all the assumptions in doing this work. Also calculations pertaining to level transfer shall be provided. These calculations shall be provided in the report.
- V. Permanent GCP and reference pillars (Refer-Annexure-II) shall be constructed strictly as per sizes and specifications indicated in the Indian Standards IS: 5497-1983, Survey of India (SOI) guide lines for topographic & mapping of hydroelectric projects.
- VI. Topographical /prepare Contour plan map with Universal Transverse Mercator (UTM COORDINATES) projection on AutoCad format (.dwg) with contour interval of 2m having scale 1:10000 with accuracy of 2-2.5 m after proper validation of satellite imageries.

#### 4.0 Preparation & Submission of Survey Maps

- 4.1 Two copies of all maps shall be submitted for review and approval of the Engineer Incharge. After approval, copies of the prints of all the final maps shall be submitted as per Bill of Quantities. Drawings shall be handed over in proper cardboard covers indicating index of drawings.
- 4.2 All survey drawings in Auto-cad format shall also be furnished in CD or pen drive.
- 4.3 The detailed scope of survey for project's planning for following stated areas is as summarized in Annexures tables and below:

SI. No.	Locations/Sites				
1.	AS INTIMATED IN SECTION-VI SCOPE OF WORK & TECHNICAL SPECIFICATIONS FOR EMINI, AMULIN AND MIHUMDON HEP'S PROJECT SITES				

#### 5.0 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.

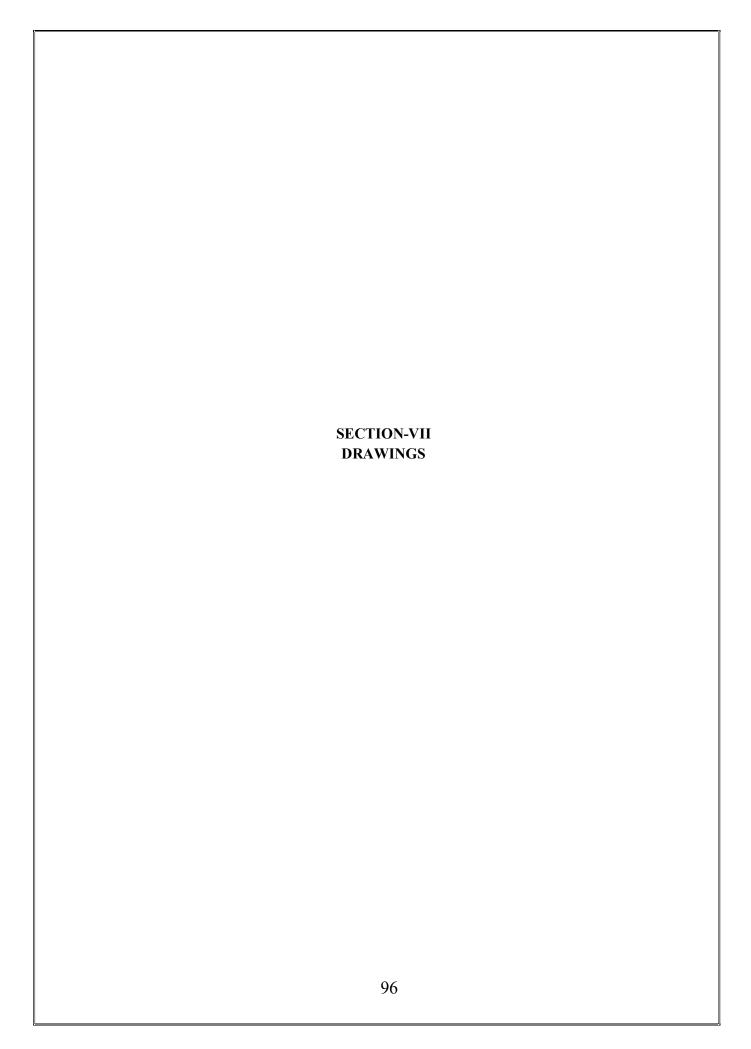
#### 6.0 Report

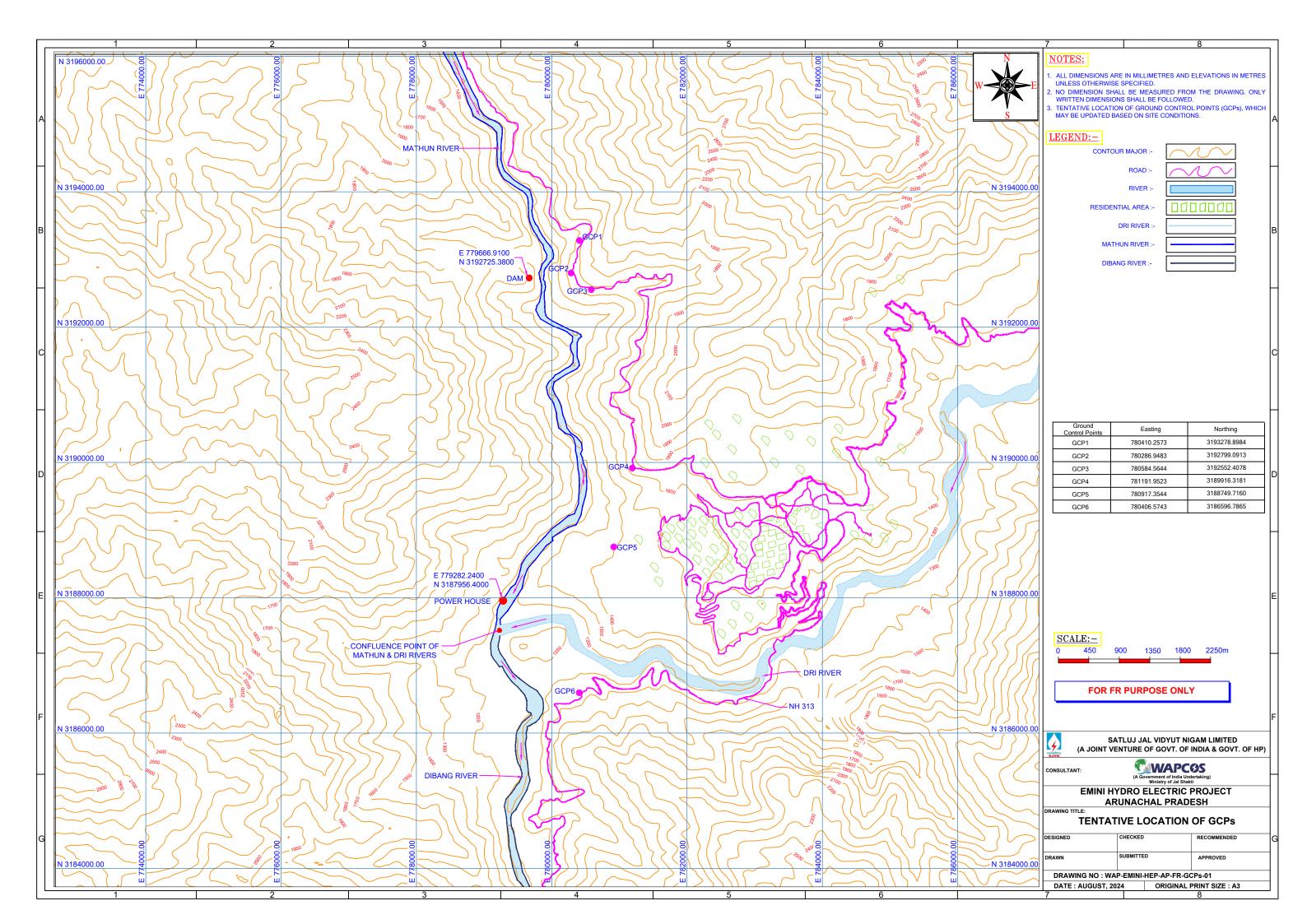
Detailed report shall be prepared and submitted (Hard copies and Soft files of data and report) upon completion of all field works in a draft form to WAPCOS for review/comments. Comments if any, on the same shall be duly incorporated in the final report.

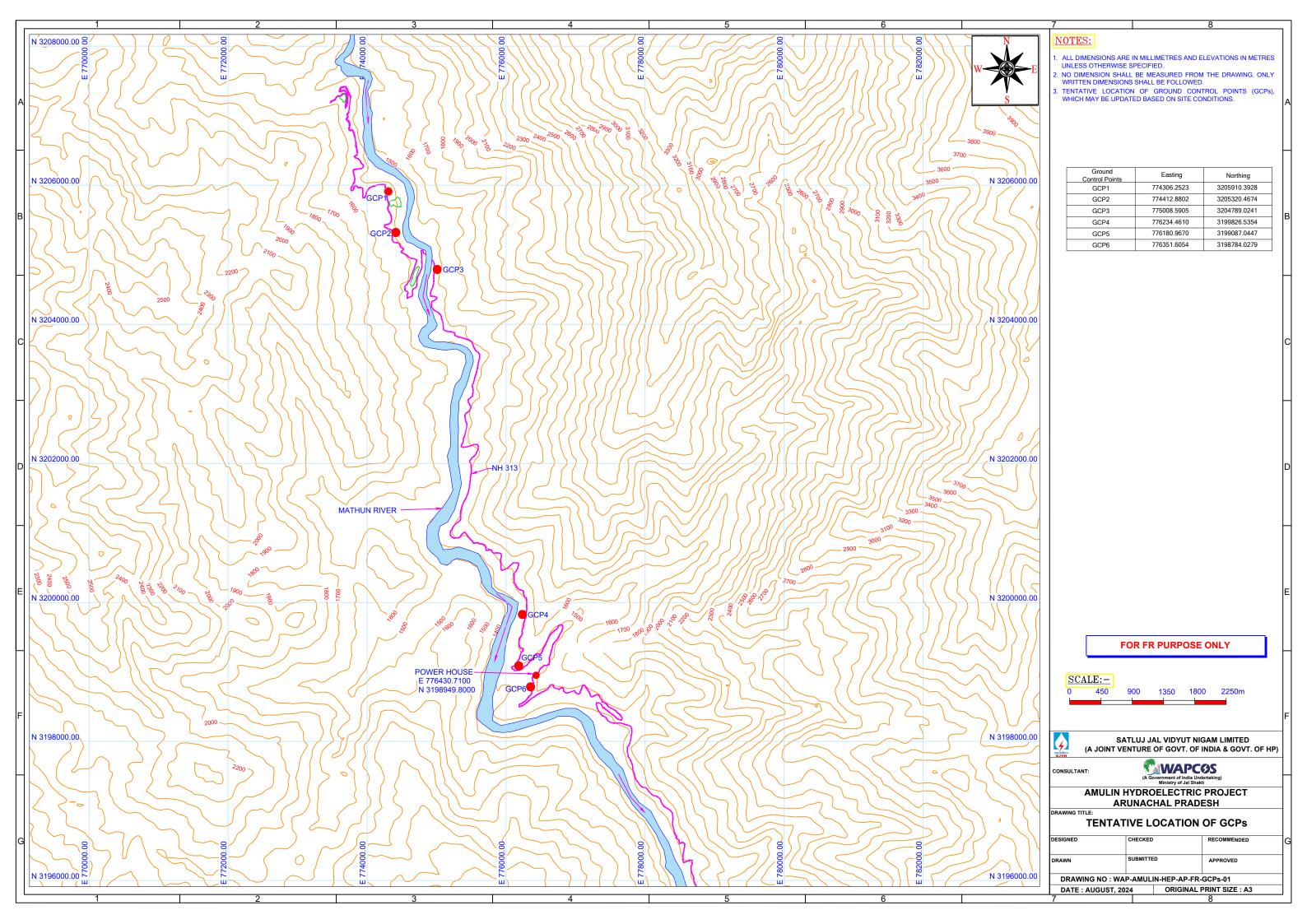
The report shall include but not limited to the following:

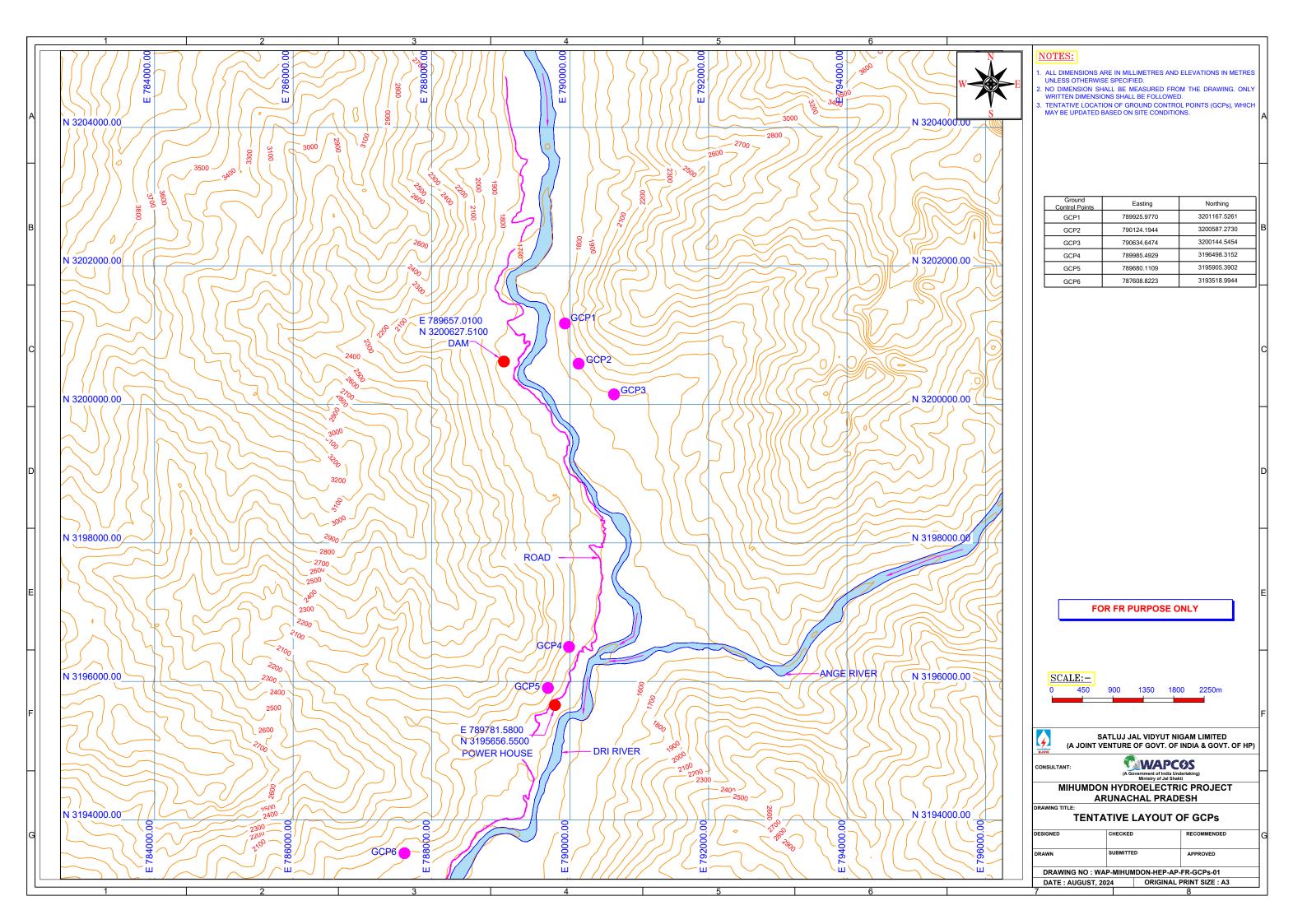
- 1. A plot plan showing the area of interest of the project area.
- 2. Procedure of method of survey adopted.
- 3. Details of control points established in the project area.
- 4. Details of Benchmarks considered in the vicinity of project study area.
- 5. Procedure of data capturing, processing and results of the survey should be clearly provided along with photographs.
- 6. Contour drawings with specified contour interval should be provided at the given scale with readable fonts and proper legends/attributes.
- 7. Contours Map at given interval DGPS, levelling equipment & Total Station, raw and processed data along with supply 2 sets of all final drawings of Surveyed area including soft copy Pen drive / CD in both Auto CAD and PDF format shall be submitted to WAPCOS.

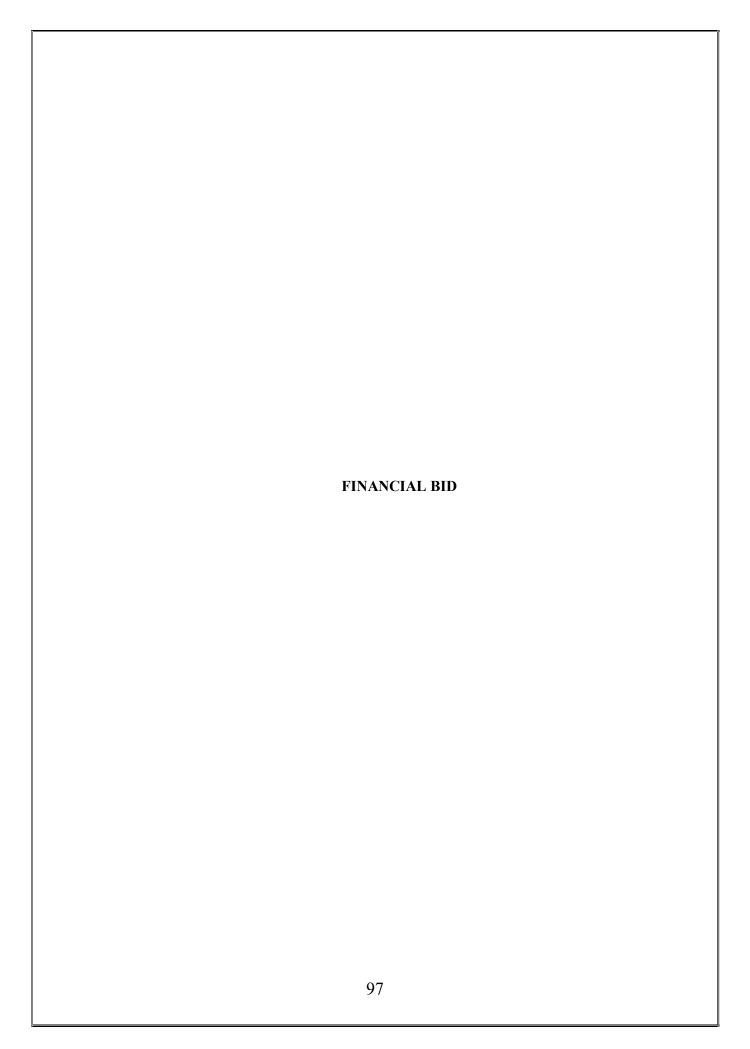
Complete survey data, drawings and report are copyright of WAPCOS and thus these data / documents should not be shared to any other party except WAPCOS without any consent of WAPCOS. Extract of relevant parts of the references/literature used in firming up the results shall be appended in the report.











### **BILL OF QUANTITIES (BOQ)**

Sr. No.	Item Description	Unit	Qty.	Rate in INR (inclusive of all applicable taxes, duties and other imposition s etc. except GST)	Amount in INR (inclusiv e of all applicab le taxes, duties and other impositi ons etc. except GST)	Rate of GST (%)	Amount in INR (inclusive of all applicable taxes, Including GST, duties and other impositions etc.)
1.	Establishment of Ground Control Points (GCPs) / Benchmarks with DGPS survey levelling method as per scope of work.	No.	18				
2.	Validation of Satellite imageries with GCP's and develop of Topographical counter Map with UTM COORDINATES 2m interval and scale 1:10000 (accuracy of 2-2.5 m)	Lump- Sum)	1				
	Total						

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

.oniy
.on

Date:

Place:

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

### Important Note for submission of online tender:

1) The financial bid shall not be the part of technical bid.