

515, 5<sup>TH</sup> FLOOR, SHREE UGATI CORPORATE PARK, OPP PRATIK MALL, GANDHINAGAR –KOBA ROAD, KUDASAN, GANDHINAGAR, GUJARAT

## **TENDER DOCUMENT FOR**

APPOINTMENT OF MATERIAL TESTING LABORATORY FOR CIVIL WORKS UNDER SAMAGRA SHIKSHA IN KUTCHH DISTRICT-GUJARAT (3<sup>RD</sup> ATTEMPT)

WAP/PROJECTS/GNR/ MATERIAL TESTING/3RD ATTMP./2023/KUTCHH

**AUGUST, 2023** 

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NOTICE INVITING TENDED (NIT)
NOTICE INVITING TENDER (NIT)

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

## WAP/PROJECTS/GNR/ MATERIAL TESTING/3<sup>RD</sup> ATTMP./2023/ Date: 12.08.2023

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

The duration for the calling tender is 15 days (From date of publishing to last date of submission)

	31011)					
1.	Name of Work / Project	•	Appointment of Material Testing Laboratory For Civil Works Under Samagra Shiksha In Kutchh District-Gujarat (3 <sup>rd</sup> Attempt)			
2.	Site / Location	• •	388 nos. of sites covered 11 Talukas of Kutchh District, Gujarat			
3.	Website for viewing tender	• •	www.wapcos.co.in and https://gem.gov.in			
4.	Website for Registration/Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	••	GeM Portal (https://gem.gov.in)			
5.	Approximate Estimated Cost of Work	• •	Rs.11,71,000 (Rupees Eleven Lakhs Seventy One Thousand only)			
6.	Cost of Tender Document	:	Rs. 1500/- (in form of Demand Draft in favor of WAPCOS LIMITED payable at Gandhinagar and it is not refundable)			
7.	EMD	• •	Rs.23,500/-The bidder have to submit EMD (in form of Demand Draft/FDR in favor of WAPCOS LIMITED payable at Gandhinagar and it is not refundable)			
8.	Project Completion Period	:	24 Months from the Date of Award			
9.	Validity of Bid/Tender		90 Days from Bid Opening date			
10.	Site Visit	• •	Yes Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of respective tender and the last date of submission of bids on e-procurement portal) and upload a self – certified site visit certificate as per format provided by WAPCOS in its NITs.			
11.	Pre Bid Meeting (for the bidders who conducted mandatory site visit)	:	The pre-bid meeting will not required. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 28/06/2023. after date mention NO query will be entertain.			
12.	Last date & time of Procurement / download of tender Document	:	26/08/2023 up to 17:00 hours (15 Days date of tender published) As per the condition of e-Tendering, the bidder must officially procure/ download the tender documents from the www.wapcos.co.in and https://gem.gov.in in order to bid before the date and time given for procurement.			

13.	Offline Submission of Tender Fees, EMD, Bank Solvency, Bank Details etc. in original as detail in Tender for bidders.		31/08/2023 up to 16:00 hours in the office of WAPCOS, Gandhinagar, through RPAD, Courier or by Hand.
14.	Last date & time for online submission of Technical & Financial Bid	:	26/08/2023 up to 17:00 hours
15.	Online opening of Technical Bid	:	28/08/2023 up to 16:00 hours
16.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
17.	Performance Security		3% (Three Percent only) of Contract value within 7 days from the issue of Letter of Award (LoA). (This guarantee shall be in the form Demand Draft of any Nationalized /Scheduled commercial Bank accordance with the prescribed form.( PBG will be returned after the completion & commissioning of works and issuance of the completion certificate)
	Release of security Deposit		Soon after the completion & commissioning of works and issuance of the completion certificate.
18.	Security Deposit		2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final Payment
19.	WAPCOS Communication address during Tendering and execution of works	:	Project Manager WAPCOS Ltd, 515, 5 <sup>TH</sup> Floor, Shree Ugati Corporate Park, Opp. Pratik Mall, Koba- Gandhinagar Road, Kudasan, District: Gandhinagar, Gujarat Email: wapcosgandhinagar@yahoo.co.in Contact No. 079-23600292, 079-23600262 079-23600252
20.	Price Adjustment	:	The rates quoted by the Bidder shall be firm& fixed

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

If the office of WAPCOS Limited, Gandhinagar 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

The Bidder shall have to register with https://gem.gov.in to participate in e-tenders.

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

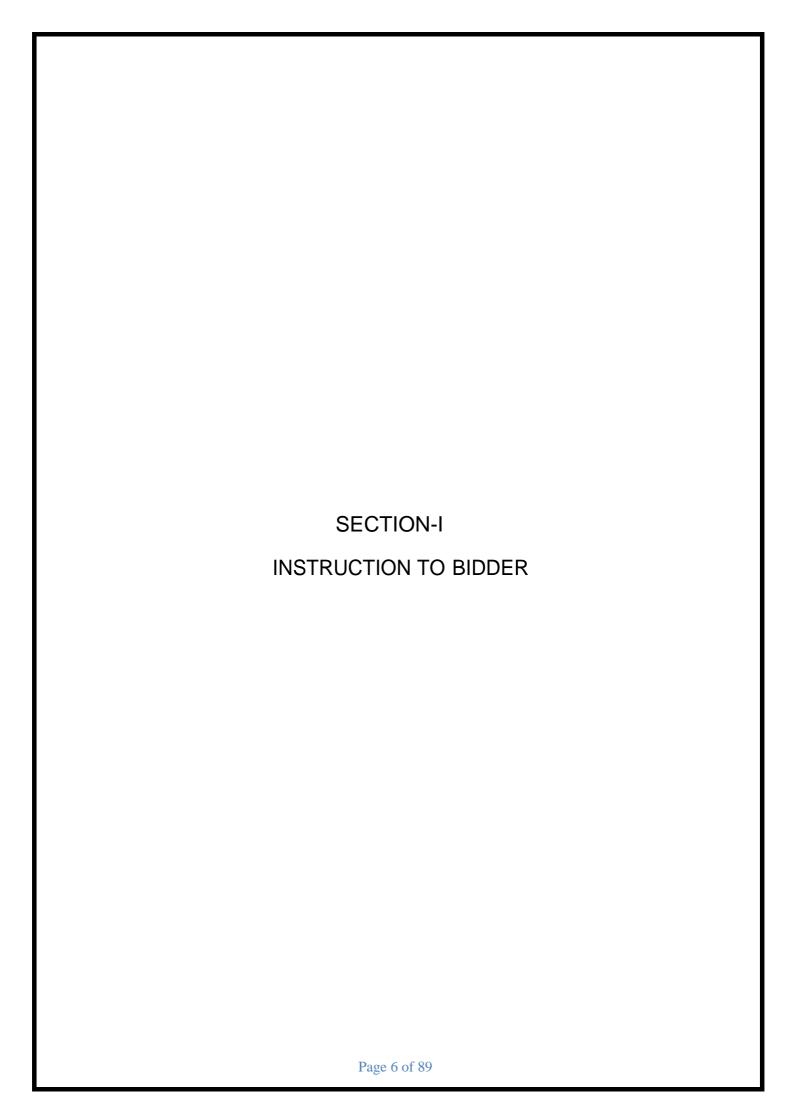
Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible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

### **IMPORTANT POINTS**

- i. Joint Venture / consortiums are strictly not allowed.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS LIMITED

Project Manger WAPCOS Gandhinagar



## SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

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

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

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

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

### 2. ASSISTANCE TO BIDDERS

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

## 3. OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

The Bidder shall submit following document offline in separate sealed envelope.

- Original Tender Document fee in the form of DD & EMD in the form of DD/FDR.
- Original Bank Solvency Certificate
- Bidders Bank Details

### 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)

## 5. BID PARTICIPATION SERVICES ON GEM PORTAL



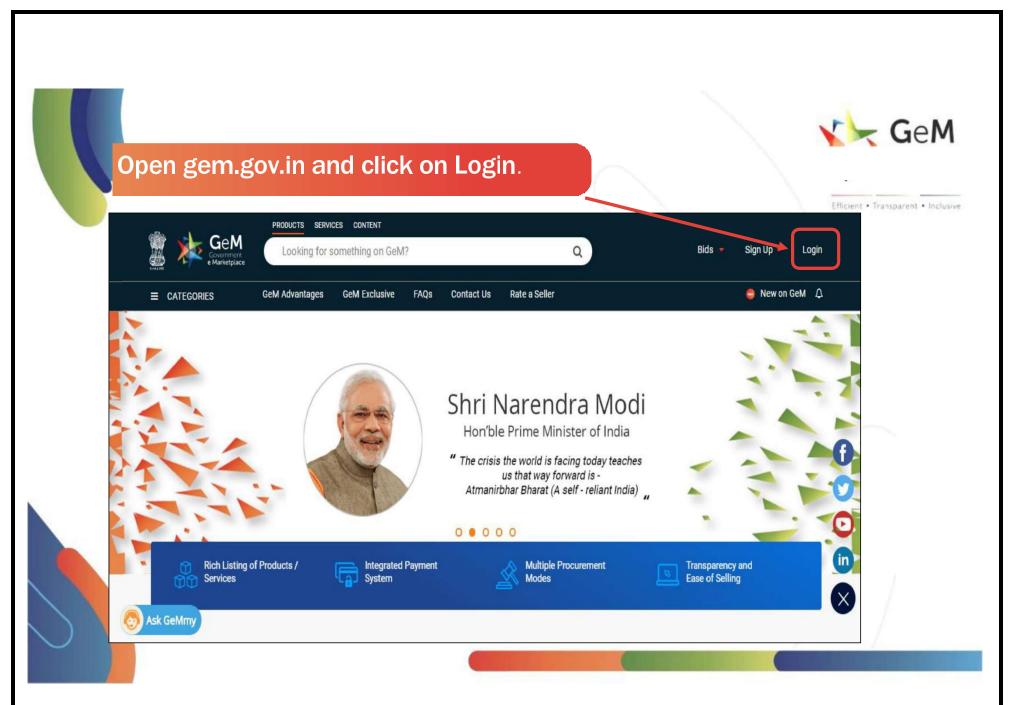




Welcome!

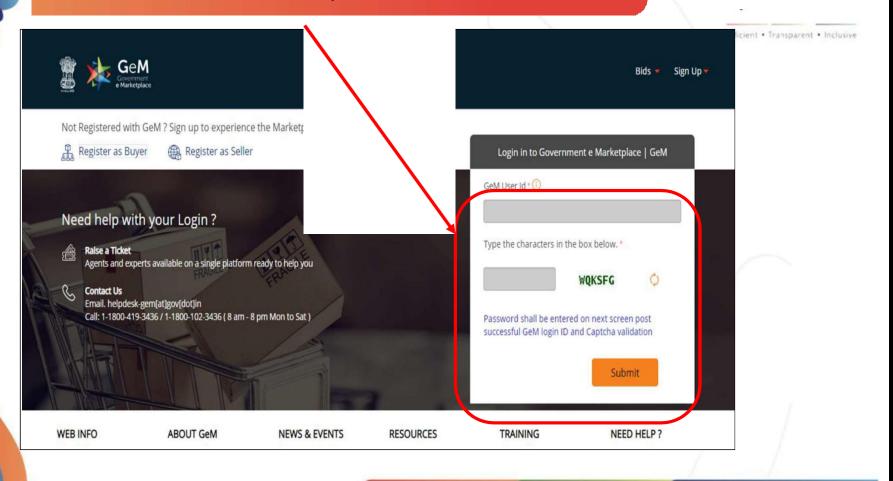
In this Module, we will introduce you to Bid participation by Seller for Services.





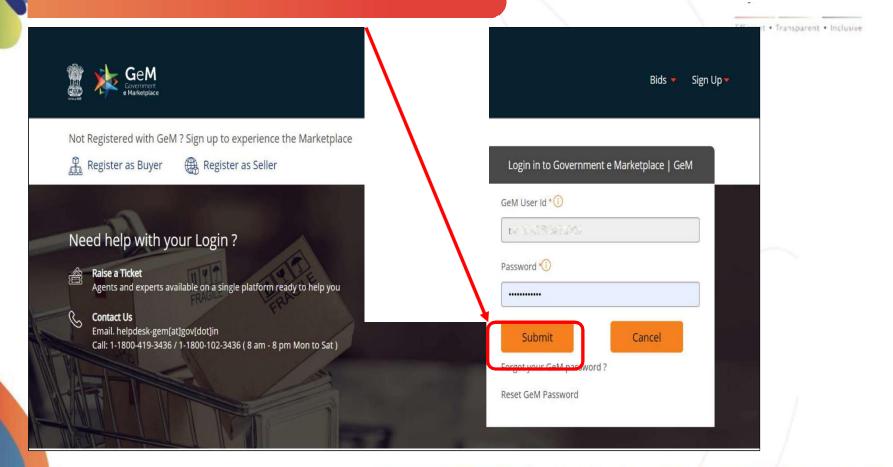


## Enter the User ID, the Captcha text and click Submit.



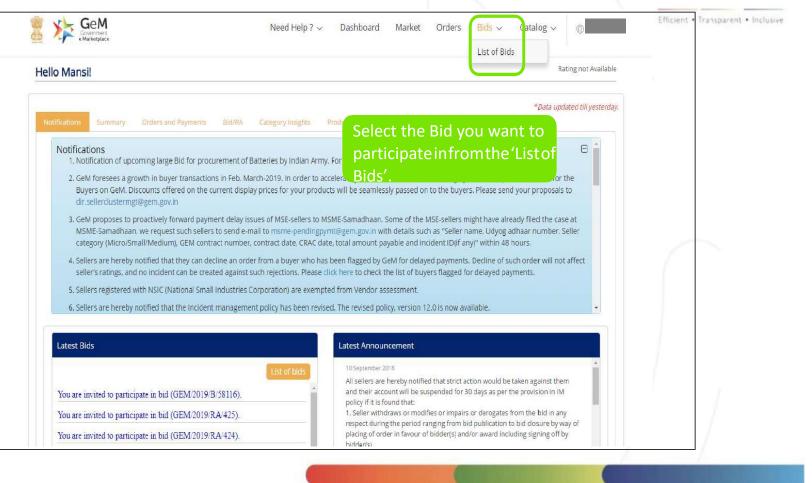


## Enter the Password and click on Submit.

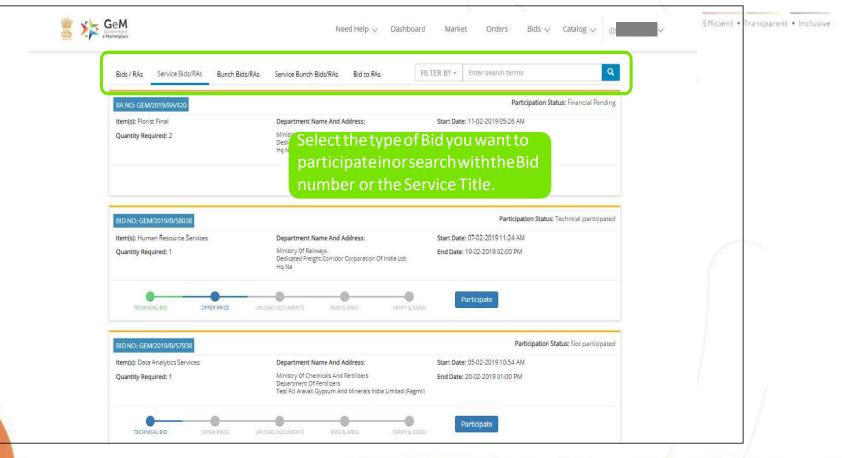




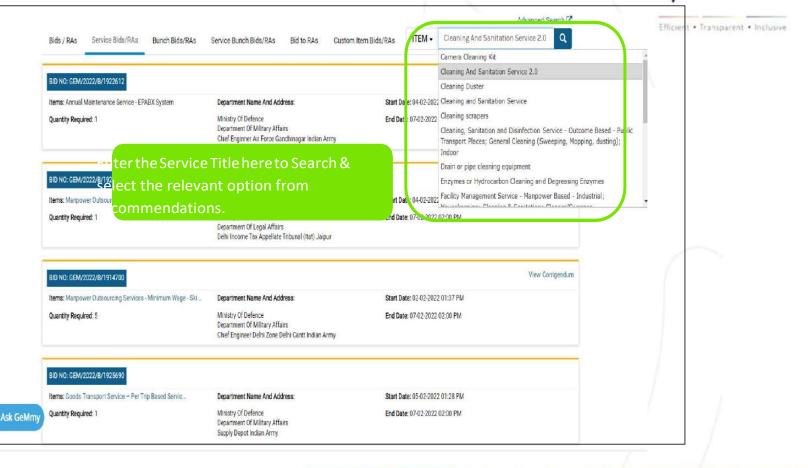


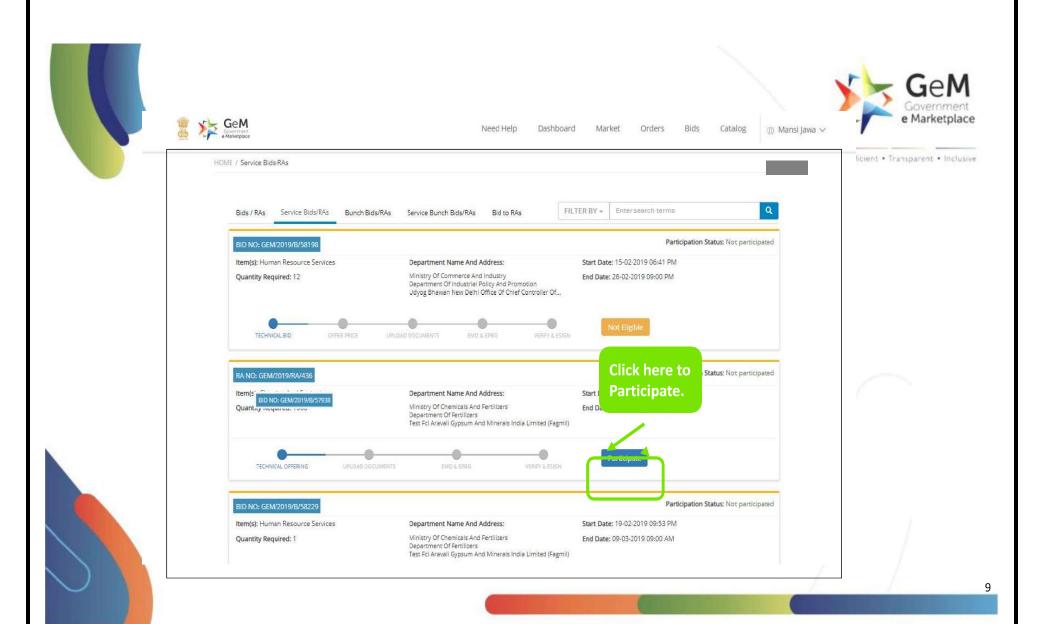


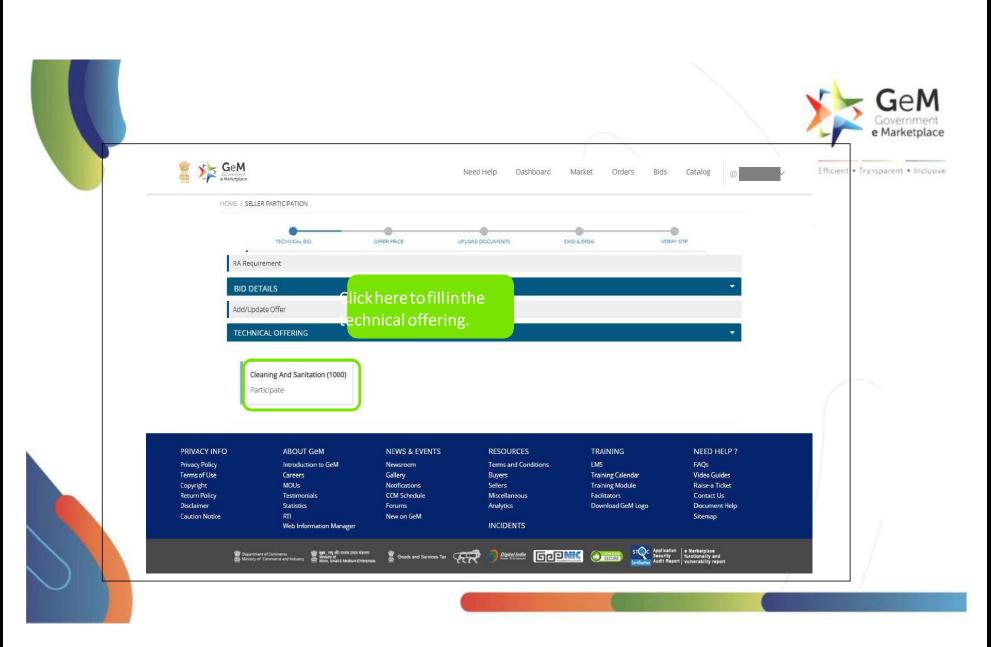


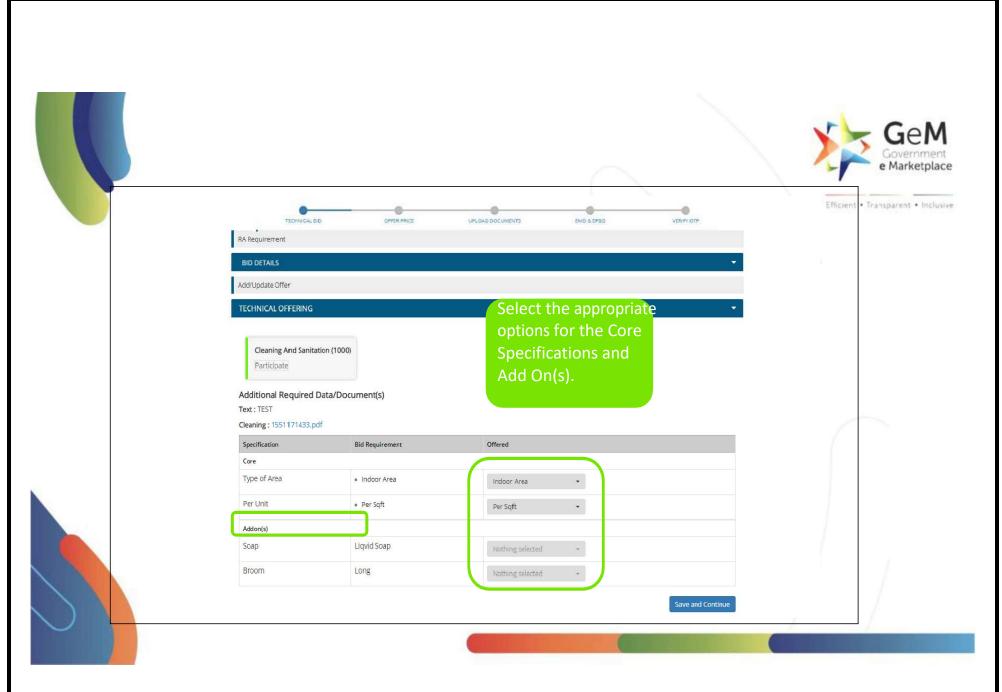




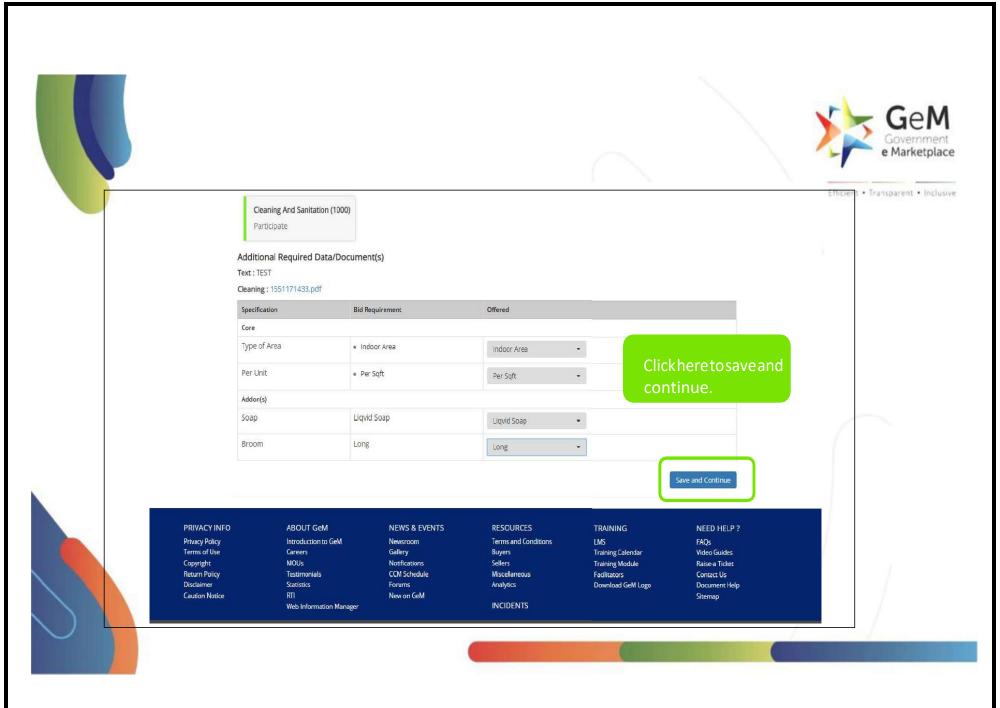






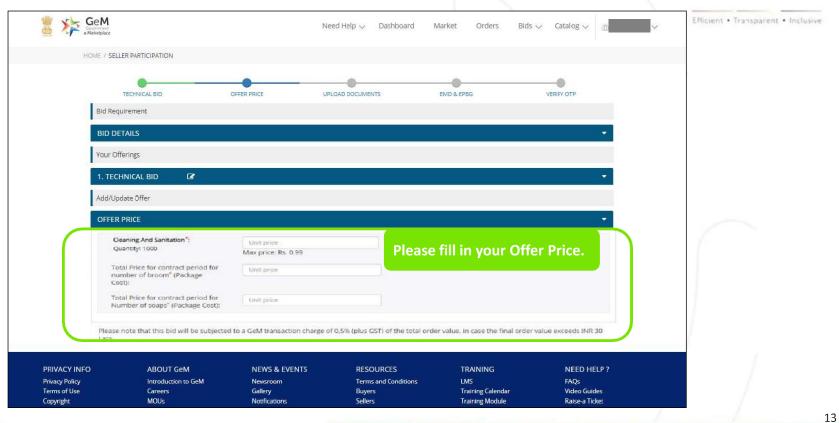


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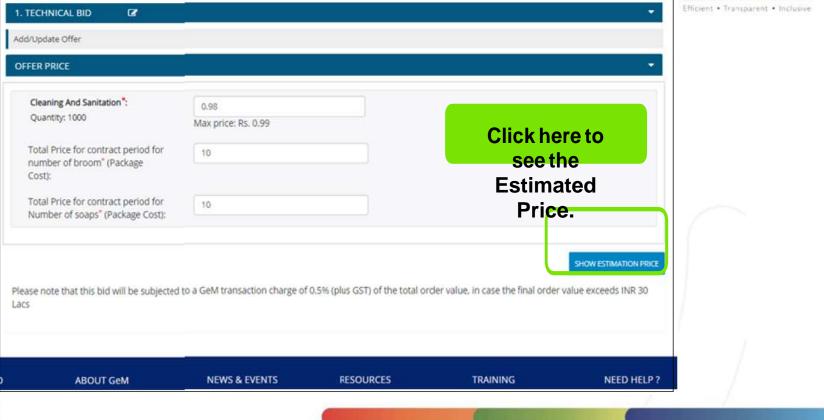




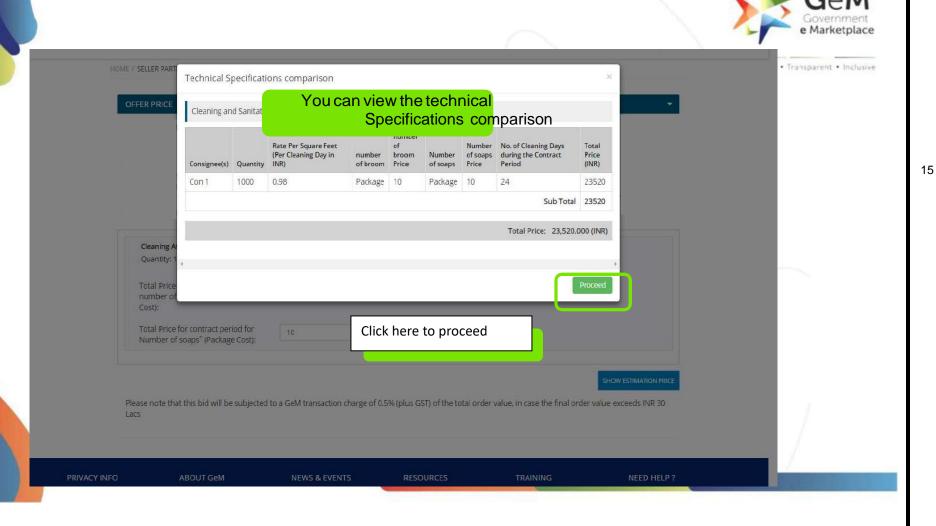






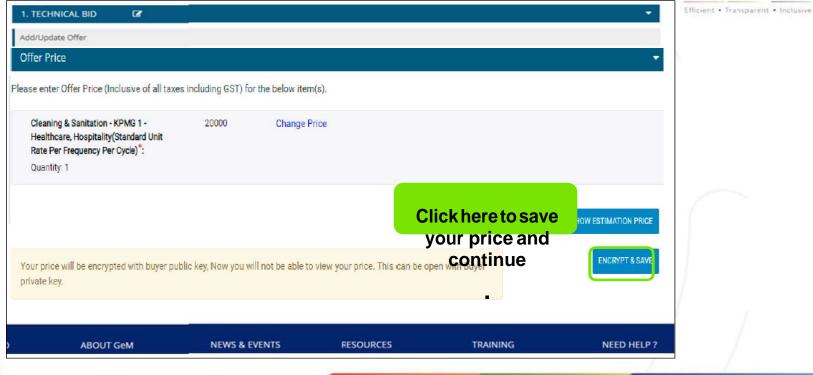


## You can view the technical specifications comparison













	Bid Requirement						Efficient • Transparent • Inclusive
	BID DETAILS	In Custom	Bid-Services,			•	
	Your Offerings		e provider has n the total cost				
	1. TECHNICAL BID		tire Contract			•	
Azadi.	Add/Update Offer	Duration.					
Azadi <sub>Ka</sub> Amrit Mahotsav	OFFER PRICE ▼						
	Specify the offer price(inclu						
	Custom Bid New(Lumps The Specified Service H Entire Contract Duration	olistically For					
		The bidder should fill total li	umpsum cost for the entire contract.				
	Please note that this bid	will be subjected to a GeM t	ransaction charge of 0.5% (plus	GST) of the total order value,	n case the final order value ex	ceeds INR 30 Lacs	
WEB	INFO A	BOUT GeM	NEWS & EVENTS	RESOURCES	TRAINING	NEED HELP?	/
Terms	of Use int	troduction to GeM	Newsroom	GeM Handbook	LMS	FAQs	
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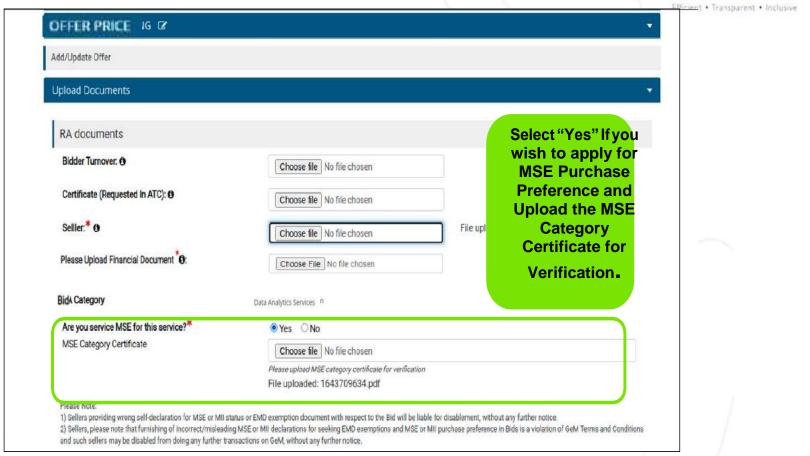


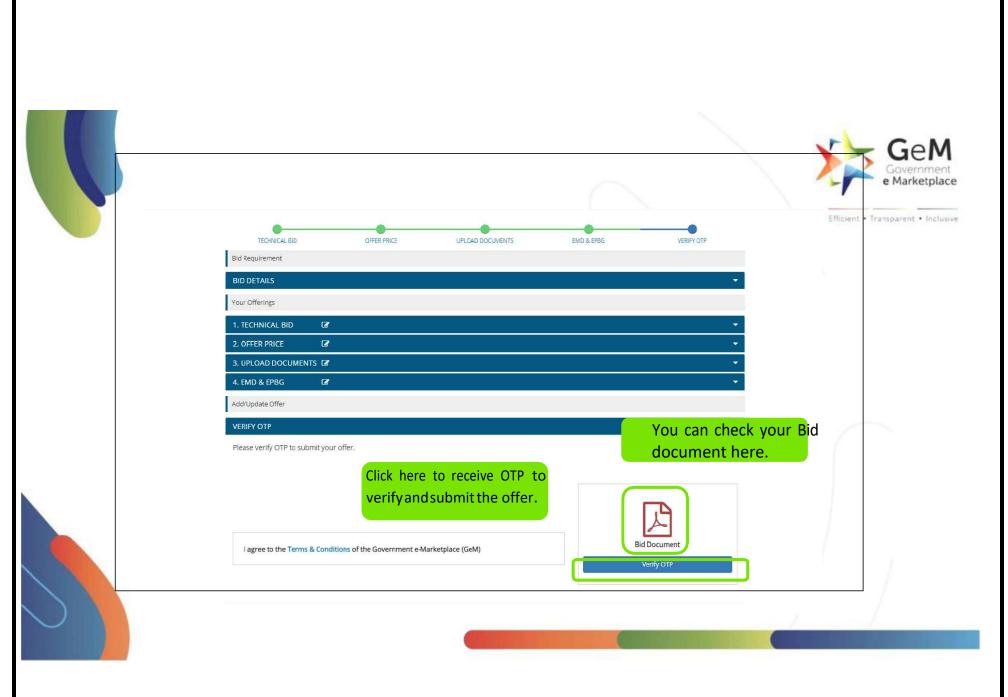


Efficient • Transparent • Inclusive OFFER PRICE G & Financial and other Add/Update Offer document to be **Upload Documents** uploaded by the seller. RA documents Bidder Turnover. 0 Choose file No file chosen Certificate (Requested In ATC): 6 Prices for the Choose file No file chosen Spares/Consumabl Selller.\* 0 Choose file No file chosen es to be provided Please Upload Financial Document 0: Choose File No file chosen in the Financial Document PDF. **Bid** Category 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.

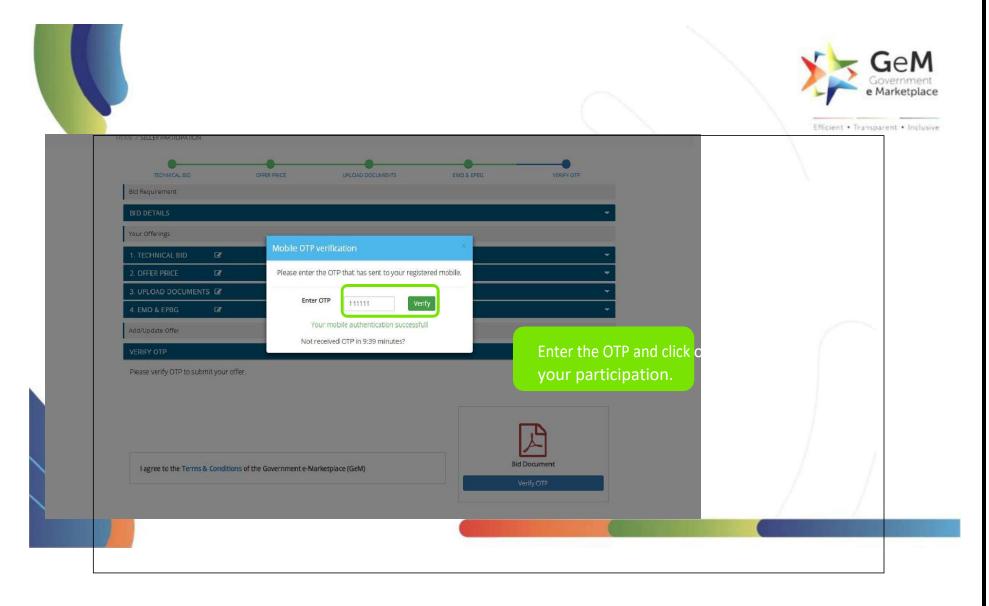


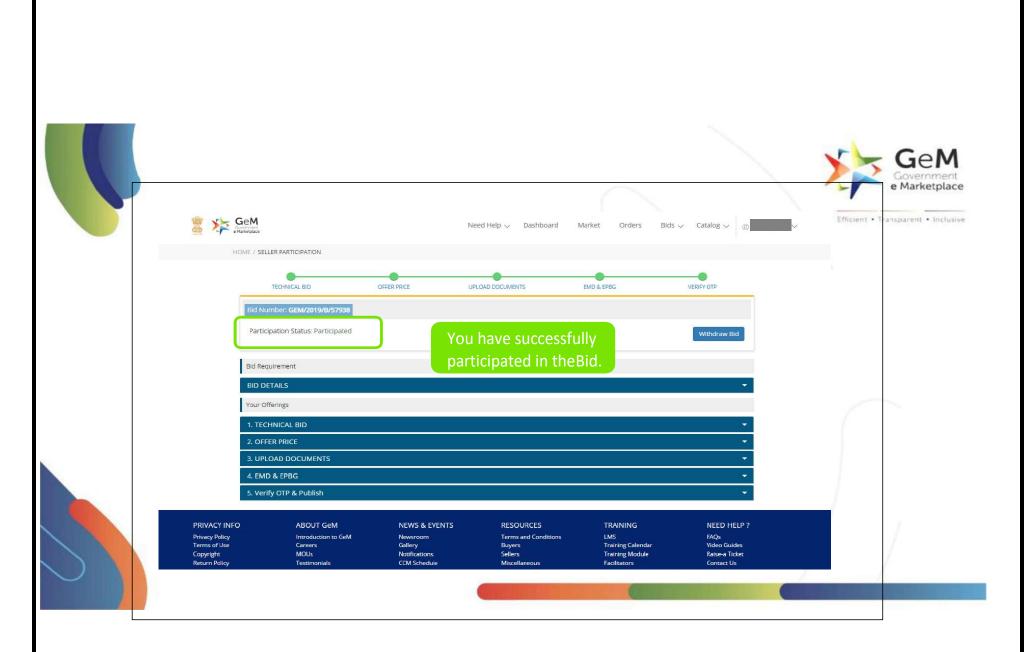






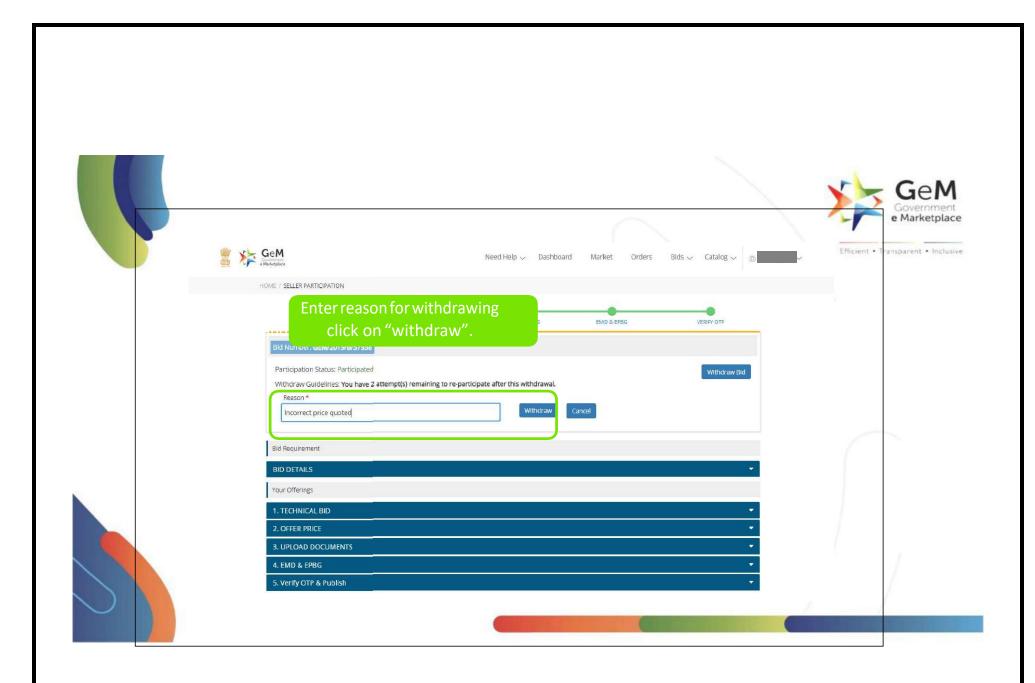
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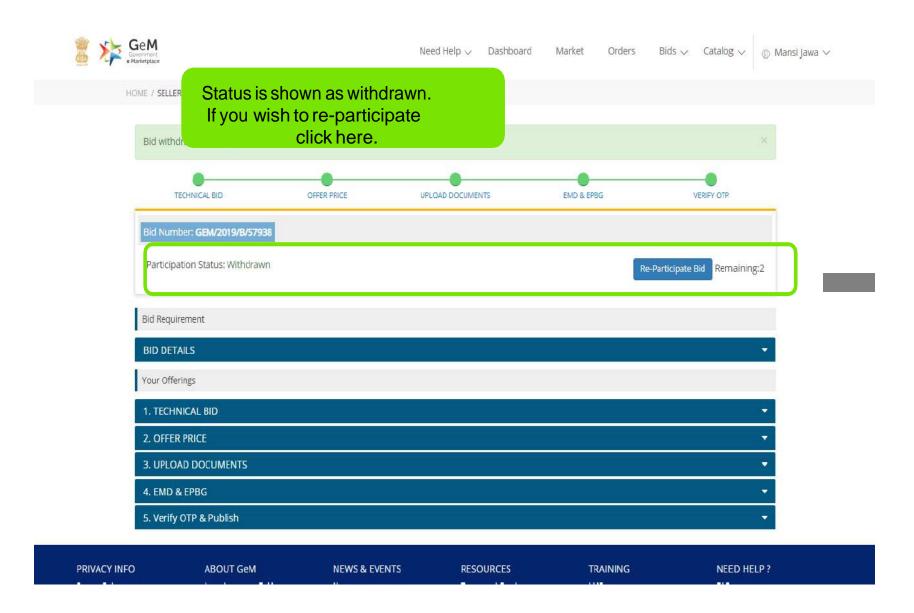






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#### **ASSISTANCE TO BIDDERS**

- 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)
- 4) Mail: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a>
  Helpdesk Outbound No's: 07556681401, 07556685120, 01169095625.

#### 1.1 BID SUBMISSION

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

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

### 1.2 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

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

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

### 1.3 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)

## 2 INSTRUCTION TO BIDDER

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

- a) The Schedule of Quantity is given in Annexure-I. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Ratewhile submitting the tender.
- b) Bidders are advised to quote their rates including the mobilization of equipment/ lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.

- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
  - vi. The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
  - vii. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those

costs, regardless of the conduct or outcome of the bidding process.

- viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- ix. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Tender Document Fees & EMD and of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- x. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest money deposit /retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- xi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

### 3 EARNEST MONEY DEPOSIT (EMD)

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

### 4 COST OF BIDDING

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

### 5 LANGUAGE OF BID

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

### 6 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

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

in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

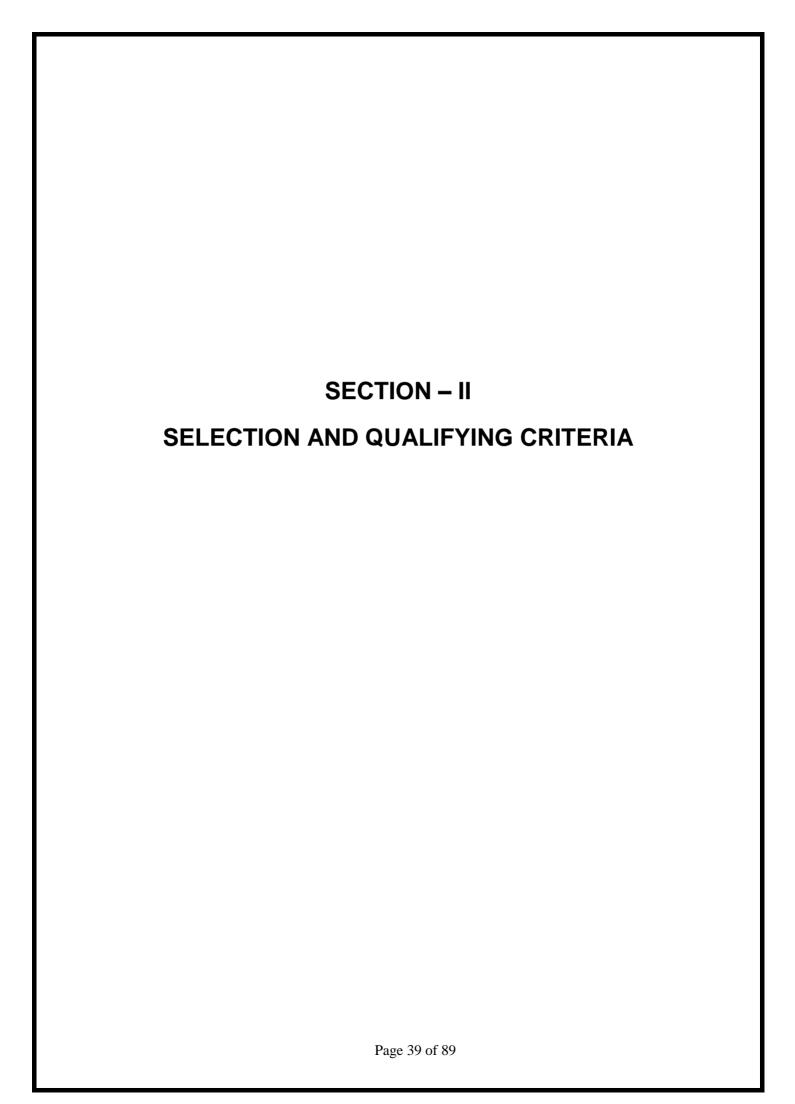
## 7 ANNEXURES

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

Annexure- I	:-	PERFORMANCE SECURITY	
Annexure-II		BLACKLISTING/NON DEBARMENT	
Annexure- III	:-	SAFETY CODES	

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

For & on behalf of Tender



### SECTION- II

## **SELECTION AND QUALIFYING CRITERIA**

### 1.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

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

About 388 nos. of construction sites situated in 11 Taluka of Kutchh District of Guiarat state.

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

- (i) Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of respective tender and the last date of submission of bids on e procurement portal) and upload a self certified site visit certificate as per format provided by WAPCOS in its NITs. (Form I)
- (ii) Bidder is also to upload the Geo-Stamped Photographs of the site (as a proof of having complied with the mandatory site visit condition) on the portal. For this, WAPCOS should specify in its NITs a minimum number of Geo-Stamp Photographs (Containing the date / time, Geographic Coordinates i.e. Latitude and Longitude coordinates at the place of site) from a given list of widely used android / IOS apps (Name of the apps and download link to be given by WAPCOS uniform in all its NITs) such as a Google Map. Antarjal primary shala, Gandhidham, Dist. Kutchh, Gujarat (Lat.: 23.054463° Long.: 70.0809°)
- (iii) Bidder must also upload at least 01 No. of Photograph containing his / her own photograph in front of the pre-existing permanent structure at the site (if any) or at a landmark pre-defined by WAPCOS in its NITs. This landmark should preferably be near to the site (A photograph & the Google Map Location Link of the said pre-existing permanent structure (if any) or nearby landmark (Antarjal primary shala, Gandhidham, Dist. Kutchh, Gujarat (Lat.: 23.054463° Long.: 70.0809°) should be given by WAPCOS in its NITs.)
- (iv) Bidder who fail to submit / upload the self certified site visit certificate and the requisite no. of photographs in the manner as described under S. No. (i), (ii) & (iii) above on the Portal along with the bid documents, will be treated as technically disgualified.

### 2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 00/00/2023.after date mention NO query will be entertain.

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

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit his technical bid if he considers himself eligible 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					
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)		
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm					
b)	EMD as mentioned in NIT					
c)	Scanned copy of Demand Draft 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 2021-22 duly certified by Chartered Accountant. (Form-A).  The contractor/ consultant should not have incurred					
	any financial loss (profit after tax should be positive) in more than 2 years in last five financial years ending 2021-22 duly audited and Attested by the Chartered Accountant. (Form- A).					
	Turnover: Average annual financial turnover of the bidder should be at least 50% (i.e. Rs.5,85,500/-) of the estimated cost of work during the last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant.					
	Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant.					
	The contractor should also have 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 2021-22. (Form-B). Eligibility Criteria:					
	a. Three similar* completed works costing not less than the 40% of Estimated Tender cost during last 7 years.  or					
	b. Two similar* completed works costing not less than 50% of Estimated Tender cost during last 7 years.					
	or c. One similar* completed work costing notless than 80 % of Estimated Tender cost during last 7 years. Projects carried out should be in India only.					
	d. "Similar work" includes various type of material testing					

	Format of Check List				
Sr.	Particular of Document	Yes	No	Page Nos.	
No.				(from – to)	
	works should be carried out in India under a single contract.				
	The bidder shall submit Experience 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.				
	In case of Pvt. Companies, Form 26AS is to be				
	submitted for claiming experience of the period				
f)	The bidder should not be insolvent, in receivership,				
'/	bankrupt or being wound up, not have had their business				
	activities suspended. Accordingly, Bidder shall submit				
	Solvency certificate (ORIGINAL) with details of Financial				
	Status i.e. Name of the Banker & Current Solvency certificate (i.e. Solvency certificate must be issue after				
	the date of publication of NIT & be addressed to the				
	tendering authority quoting the name of work)				
	Solvency certificate should be from Schedule				
	Commercial Bank from Banker in original for a sum of at least 40% of the estimated cost. (FORM-H)				
a)	<u> </u>				
g)	Name, Address, details of the Organization,				
	Name(s) of the Owner/Partners/Promoters and Directors of				
	the firm / company. (Form-C)				
h)	Copy of P.F. and PAN Number.  Goods and Service Tax (GST): Bidders areadvised to get				
i)	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.				
j)	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.				
k)	Bidder should submit No Conviction Certificate in bidder Letter Head. <b>(Form-D).</b>				
I)					
l)	Consent Letter to execute the Integrity Pact (Form-E).				
m)	` '				
m)	Bidder shall submit Information on litigation history in bidder				
	Letter Head (Form-F).				
n)	Approach 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 each person. (Form-G)				
o)	Each page of the all Volume of Tender document &		I	i	

	Format of Check List			
Sr. No.	Particular of Document	Yes	No	Page Nos. (from – to)
	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. (Do Not Submit with the document of Offline Submission)			
p)	Undertaking regarding blacklisting/non debarment to be furnished on company letterhead (Annexure-II)			
q)	Government approved material testing laboratory certificate or NABL approved material testing laboratory certificate.			
r)	Letter of understanding the project site on bidder's Letter Head (Form-I) with Geo-stamped photographs of the site (containing the date, time Geographic Co-ordinates i.e. Latitude & Longitude coordinates at the place of site) – as mentioned in the Section – II: SELECTION AND QUALIFYING CRITERA: Point no. 1 Site Visit and Collecting Local Information			

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

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

## 3.1 BID EVALUATION:

- From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.
- The evaluation committee shall evaluate the Technical proposals (Bids) based on their responsiveness to the qualifying criteria, sub criteria etc. or as specified in Section-II of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who
  qualified technically in the submitted technical proposal, and shall notify those bidders
  whose proposals did not meet the minimum qualifying criteria and were considered non
  responsive to the assignment, and their financial proposals along with submitted EMD will
  remain unopened and returned at the address mentioned by the bidders.
- Financial of technical responsive bidder shall be opened and in lowest financial bidder shall be allotted the work.
- The selected bidders have to furnish the 3% performance security within 7 days from the issue of Letter of Award (LoA).

• Security Deposit: 2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final payment.

## OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

1. Originals EMD, Tender fee in the form of Demand Draft, Bank Solvency and Bank Details sealed envelope clearly labeled as "TENDER FEE, EMD, BANK SOLVENCY AND BANK DETAILS" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

**NOTE:** The above envelope shall be submitted for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, Email 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 (online only) separately along with Technical bid before last date & time of submission of Tender Document.

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

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

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

Quoted amount by contractor shall be firm and fixed for 24 months from issued of LOI/Work order. The contract may be extended, according to the direction of authority, in this case the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor to quote the rate accordingly.

Do not submit any Financial bid information at the time of submission of offline submission of Tender fee, EMD, Bank Solvency and Bank Details otherwise it will lead to rejection of bid.

## **5.0 OPENING OF FINANCIAL BID**

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

For & on behalf of Tenderer

### 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:

- Collection of the samples at construction site, material testing of collected samples, preparation of material test report including labour, collection, transportation, testing, etc;
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations;
- Taking all necessary safety precautions;
- Clearing sight lines by removal of bushes and scrub;
- Access to the project site;
- Making of temporary paths for movement of equipment's etc.;
- Any stoppage of works due to any unforeseen reason.

### 2 TERMS AND CONDITIONS

## **Time of Completion**

Collection of the construction material samples, material testing, preparation of material testing report, etc shall be completed within 24 months from **date of award of work, including the period of mobilization.** 

The Liquidated damages penalty will be charged for all delays due to the fault of the Agency at the rate of 0.30 % of contract value per day or part thereof beyond the stipulated period of completion including authorized extensions if any, subject to maximum of 10% of the contract value.

### **Performance Guarantee**

A performance guarantees of Three (3) % of the value of the work order shall be payable by the 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 24 (Twenty four) months or one month from the date of release of final payment whichever is later.

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

"Indian Overseas Bank, NHB, Gurgaon,

Branch Code: 1935

IFSC Code: IOBA0001935 Beneficiary: WAPCOS Limited"

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

### **Release of Performance Guarantee**

## i. Performance Guarantee Applicable

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

ii. Time allowed for submission of Performance Guarantee from

14 days

## **Security Deposit**

Security Deposit of 2.5% (Two point Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment. The security deposit will be return after successfully completion of the whole assignment.

## **Variation**

It may be noted that quantities of work given in the schedule has been estimated as realistically as possible. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions. The deviation/variation is allowed 10% in quantities given in the schedule of work.

## **Phasing of Payment**

Collection of the construction material	80% of the corresponding contract
sample, material testing, and	value of the work executed.
submission of Material testing reports	
readable or as desired by WAPCOS	
& Client (in soft & Hard copy)	
Approval of Material testing report by	20% of the corresponding contract value
Client/ WAPCOS	of thework executed.
	sample, material testing, and submission of Material testing reports readable or as desired by WAPCOS & Client (in soft & Hard copy)  Approval of Material testing report by

### **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.

## **Back to Back Payment**

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

### **Taxes and Duties**

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

## **Programme**

The 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.

## **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.

### 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.

## **Settlement of Dispute**

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

#### **Arbitration**

"Any dispute, controversy or claims arising out of or relating to the work or the breach, termination or invalidity thereof, shall be settled through 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) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

## **Other Terms and Conditions**

- 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.
- 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.
  - Third party liability insurance.
  - Worker's compensation insurance in respect of contractor's personnel.
  - Any other insurance for public & contractor's personnel in accordancewith the relevant provisions of the applicable land.
- v) The agency shall comply with the provisions of the following acts:
  - Contract labour (Regulation & Abolition) Act 1970
  - Employees Provident Fund Act, 1952
  - Minimum Wages Act, 1948 (Amended)
  - Employer's Liability Act, 1938 (Amended)

- Industrial Employment Act, 1946 (Amended)
- Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- vi) The Contractor shall not employ any laborer below 18 years.

## **Blacklisting policy**

The Blacklisting Policy of the company is available on official website of WAPCOS LIMITED. The bidder/tenderer/consultant/contractors have to mandatory furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy as per Annexure-III. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work.

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

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

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

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

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

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

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

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

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

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

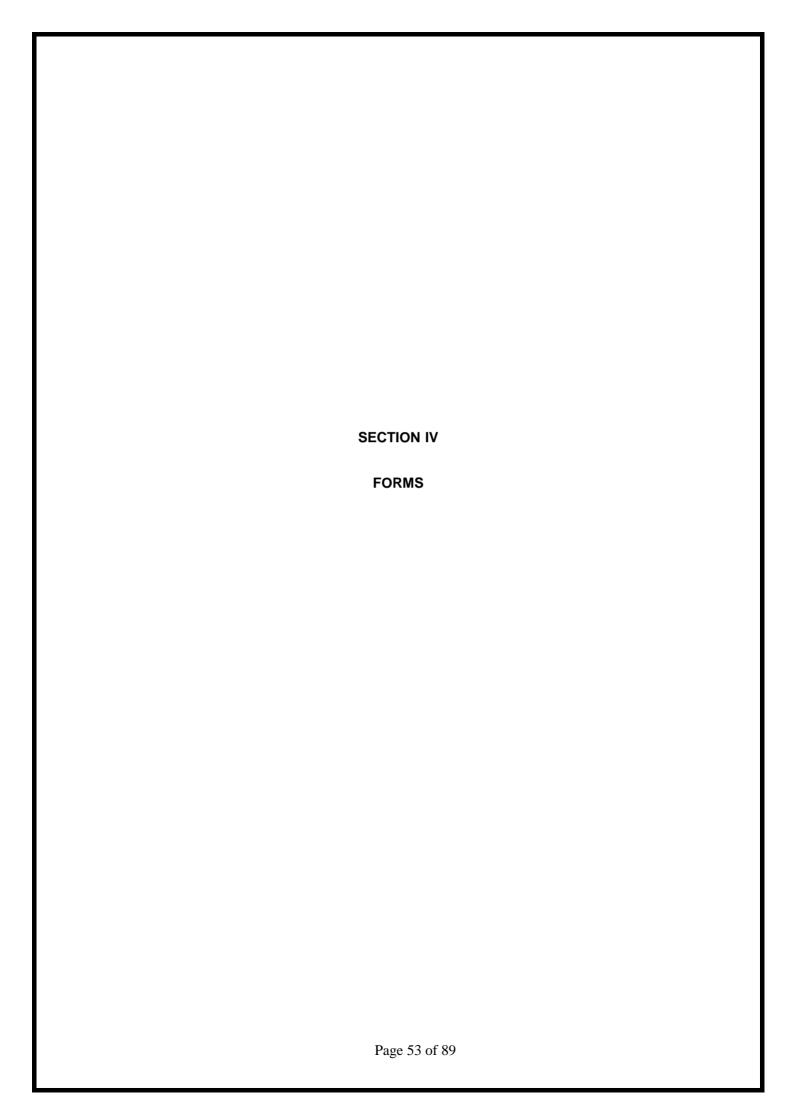
- Class-I Local supplier a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- Class-II Local supplier a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- Non-Local supplier a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

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

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

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

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



# LETTER OF TRANSMITTAL (On Bidder Original Letter Head)

To The Project Manager WAPCOS Limited, Gandhinagar

Sub: Appointment Of Material Testing Laboratory For Civil Works Under Samagra Shiksha In **Kutchh District- Gujarat** Ref: - NIT no. Dear Sir. i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: \_\_\_\_\_ as per your advertisement. ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms &Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein. iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter. iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety v) In case any provisions of this tender are found violated, then your department /organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely. Yours faithfully, (Signature, name anddesignation of the Authorized signatory) Date: Place: Name and seal of Bidder

## FORM-A

## **FINANCIAL INFORMATON**

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

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

Years	Gross Annual turnover in	Profit/Loss (After Tax)
	similar works	
2017-2018		
2018-2019		
2019-2020		
2020-2021		
2021-2022		

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

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

Signature of Bidder(s) (with Seal)

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

FORM - B

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

Nam eof work	Allotment /award No & date	&	Contrac tvalue in Rs. Original / revised	of awar	Date of completio noriginal /revised	Actu al date of comp	Comp. cost	Type of work	Remarks explaining reasons fordelay in work completio nif 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.
- 3) <u>In case of Pvt. Companies, Form 26AS is to be submitted for claiming experience of the period.</u>

## **FORM - C STRUCTURE & ORGANISATION**

Sr. No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d)A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	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)
This is to certify that(Name of the organization), having registered office at(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department/Client/ Owner or Court of law anywhere in the country.
This is also to certify that M/s (Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.
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]

Tο **Project Manager** WAPCOS Limited, Gandhinagar

> Sub: Integrity Pact for---- (Name of Work /Project) Dear Sir.

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

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

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

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

	Tours faithfully,
Date:	(Signature, name anddesignation of the Authorizedsignatory)
Place:	Name and seal of Bidder

# FORM-E INTEGRITY AGREEENT [To be submitted on Stamp paper of At least Rs.100]

This Integrity A	greement is	made at	on this	Day of	20
		ВЕТ	WEEN		
expression sha and	ll unless re p	pugnant to the me ermitted	eaning or con		cipal/Owner', which clude its successors AND
(Name through (Hereinafter ref signatory) <b>"Bidder/Contr</b> a	and ferred to as		of n shall unle	(Details	Individual/firm/Company) s of duly authorized t to the meaning or
(Hereinafter ref organizational p for	ferred to as procedure,	/ Owner has floa s "Tender/Bid") ar	nd intends to	award, unde	) er laid down

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

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

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

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

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ 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:

- If the Bidder(s)/Contractor(s), either before award or during execution of Contract (1) 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 Bidder(s)/Contractor(s) disqualify the from the Tender process terminate/determine the Contract, if already executed or exclude 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 4 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

## **Article 7: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney 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 intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

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

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

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

(For and on behalf of Principal / Owner)		
(For and on behalf of Bidder / Contractor)		
WITNESSES:		
1(signature, name and address)		
2.		
(signature, Name and address)		
Place:	Date :	

## FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To Project Manager WAPCOS Limited, Gandhinagar

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

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

Yours faithfully
------------------

(Signature, name and designation of the Authorized signatory)

Date:

Place: Name and seal of Bidder

## LITIGATION HISTORTY

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2022 or currently in execution.

## 1. ARBITRATION CASES

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

## 2. COURT CASES

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

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

<ul> <li>e) i) Has the Bidder been debarred by client or by any Department? Yes/No ii) If yes, give details:</li> </ul>
Note: i) Separate sheet may be used for giving detailed information.
If any information in this schedule is found to be incorrect or concealed, pre-Qualification of bidder will be summarily rejected.
Yours faithfully,
(Signature, name and designation of the Authorized signatory)
Date:
Place: Name and seal of Bidder

# FORM G DETAILS OF TECHNICAL PERONNEL 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

<sup>\*</sup> Bio-Data to be provided as per following format.

## 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
Summariza	professional experience in reverse chron	ological order. Indicate particular

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

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

## **Certification:**

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

Name of Personnel

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

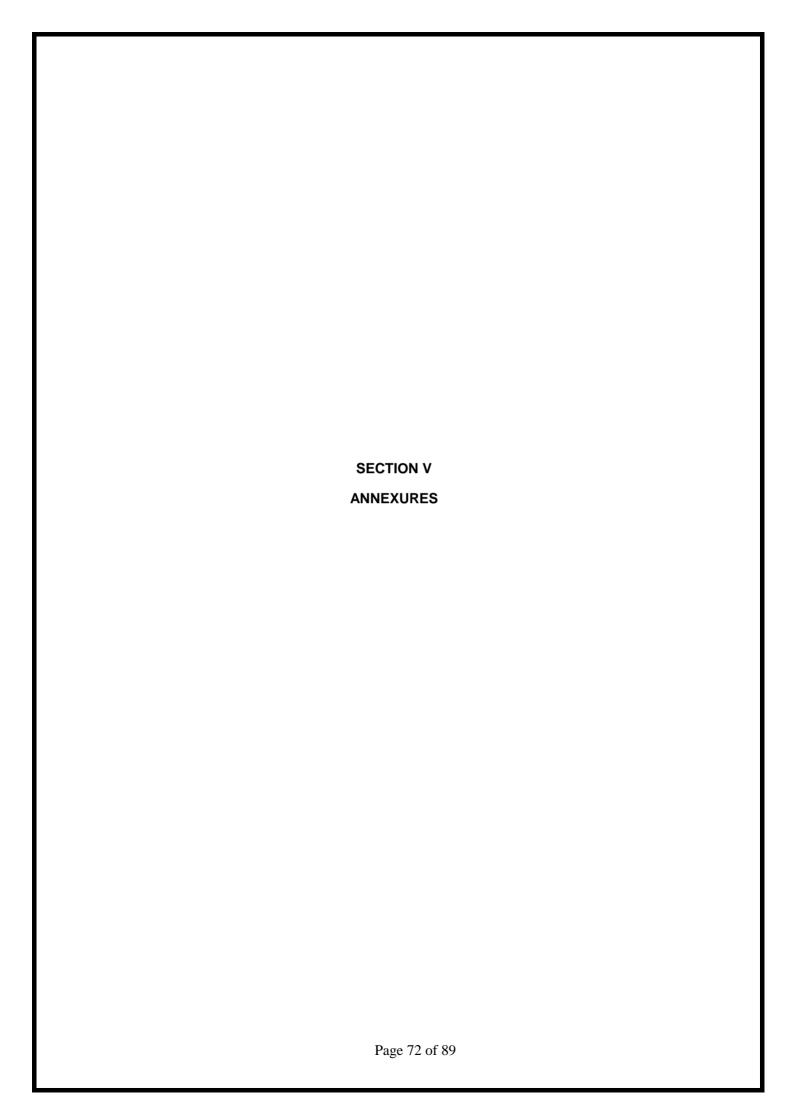
Pepresentative of the Contractor

## FORM-H SOLVENCY CERTIFICATE (To be submitted ORIGINAL)

Date: To, The Project Manager WAPCOS Limited, Gandhinagar
Name of Work:
This is to certify that to the best of our knowledge and information that M/s./ Sh
having marginally noted address, a customer of our bank are/is
respectable and can be treated as good for any engagement upto a limit of Rs
(Rupees).
This certificate is issued without any guarantee or responsibility on the bank or any of the officers.
(Signature with POA No.)
For the Bank
NOTE:
1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank

## FORM-I SELF CERTIFIED SITE VISIT CERTIFICATE

Date:
To, The Project Manager WAPCOS Limited, Gandhinagar
Name of Work:
Sir,
I / we hereby certify that, I / we examined & inspected the work site & its surrounding satisfactorily, where the work is to be executed as per the scope of works. I / we are well aware about the following
<ul> <li>Location of the proposed site and its allied works.</li> </ul>
The condition of the proposed site
Nature of the ground and accessibility to the site.
I / We hereby submit our BID considering above all facts gathered during site visit and each &
every aspect have been considered in the quoted cost of the work. I / we hereby confirm that no
extra / additional cost shall be claimed on above aspects.
Yours faithfully
(Signature, name and designation of
the authorized signatory)
Date:
Place :
Note: Geo-stamped photographs of the site (containing the date, time Geographic Co-ordinates i.e. Latitude & Longitude coordinates at the place of site) – as mentioned in the Section – II: SELECTION AND QUALIFYING CRITERA: Point no. 1 Site Visit and Collecting Local Information



# ANNEXURE I FORM OF PERFORMANCE GUARANTEE

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

"the Employer") which expression shall, undereof include its successors, adminis (Contractor's name & address) (hereina expression shall unless repugnant to the successors, administrators, executors and Notification of Award No. dt	Employer's name) (hereinafter referred to as inless repugnant to the context or meaning trators and assigns) having awarded to fter referred to as "the Contractor" which we context or meaning thereof, include its assigns) a contract, by issue of Employer's and the same having been unequivocally contract valued at Rs. (Rupees
only) for (name of wor	k) (hereinafter called "the contract") and the
Contractor having agreed to provide a Col performance of the entire	ntract Performance Guarantee for the faithful contract equivalent to Rs. only) (3 % of the said value of the Contract to
the Employer).	
expression shall, unless repugnant to the successors, administrators, executors and a pay the Employer, on demand any or, all most Rs. (Rupees only) as a foodemur, reservation, contest, recourse or procontractor or court. Any such demand most conclusive and binding notwithstanding are Contractor or any dispute pending before authority. The Bank undertakes not to revo	nk) (hereinafter referred to as "the Bank" which he context or meaning thereof, include its ssigns) do hereby guarantee and undertake to onies payable by the Contractor to the extent resaid at any time uptowithout any protest and/or without any reference to the ade by the Employer on the bank shall be any difference between the Employer and the any Court, Tribunal, Arbitrator or any other oke this guarantee during its currency without er agrees that the guarantee herein contained loyer 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.

restrict remain time fo	ted to Rs in force	upto and ir eriod as m	contained here (Rupee ncluding ay be desired	es	an	d shal	l be ex	_only) is tended t	and it from tir	shall ne to
Ū		Ū	ntained herein							
i)		•	this guarant							
iii) o ar wı	ur liability mount or a ritten claim	to make p ny part the or demand	all be valid upto payment shall a reof under this d in terms of the er validity of G	arise and guarante guarante	l we a e, only ee on c	re liab and o	le to ponly if y	ou serv	e upon	us a
Dated	this	day of	at Ne	w Delhi.						

## **ANNEXURE II**

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

## UNDERTAKING REGARDING REGARDS TO BLACLISTING/NON-DEBARMENT

Name of work:-
Ref: Tender No dated
To,
The Project Manager
WAPCOS LTD
Gandhinagar, Gujarat
Gandinagar, Gujarat
This is to certify that we have taken the cognizance of blacklisting Policy of WAPCOS Ltd. Further, we here by confirm and declare that we, M/s, is not blacklisted/De-register/debarred by any Government department/Public sector undertaking/Private sector/or any other agency for which we have executed/undertaking the work/services during the last 5 years.
For
Authorized Signatory
Date:
Date.

## ANNEXURE III SAFETY CODES

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

#### 1.2 OBJECTIVES

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

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

#### 2.0 GENERAL

- 2.1 These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.
- **2.2** OWNER/CONSULTANT will assist Contractors in any practical way to facilitate safe working, and requires full co-operation in observing these rules.
- 2.3 The rules for Health and Safety specified herein are in no way intended to relieve the Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.
- 2.4 In all matters arising in the performance of the Contract, the Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.
- 2.5 The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.

- 2.6 The Contractor's representative on Site shall communicate details of these rules for Health, Safety and Environment to all Contractors' employees and to all Subcontractors and Subcontractors' employees employed on the Site.
- 2.7 The requirements of the Client/Owner's existing Site Rules/Regulations form part of the Contract and in the case of conflict between the OWNER/CONSULTANT'S rules, the highest standard shall be applied.
- 2.8 At the tender stage OWNER/CONSULTANT will require to see a copy of the Contractor's policy, organization and arrangements for the Health and Safety at Work. The Contractor shall have submitted complete documents Health and Safety Questionnaire. Contractor shall deploy safety officer of adequate experience at each work site or during each shift including Sunday/holiday with approval of EIC/Owner.

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

- 3.1 All personnel shall receive OWNER/CONSULTANT and Contractors' site Health, Safety and Environment induction before they commence work on site. The induction shall comprise information on the various hazards which they may come into contact with, instructions on the site emergency procedures, warning and alarm systems, and permit to work system, first aid locations, welfare facilities, access routes and project specific rules.
- 3.2 It is the responsibility of the Contractor to familiarize all new personnel to the Project on the actual location of muster points, fire alarm points, first aid stations and the like.

#### 4.0 DEMARCATION

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

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

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

- **5.1** The Client's Facilities, including the canteen/cafeteria and toilets shall not be used by Construction Personnel.
- **5.2** Construction Personnel shall not enter any of the Owner's building unless escorted by a member of the OWNER/CONSULTANT'S staff (or working with prior agreement to Owner's Permit to Work System).

#### 6.0 BEHAVIOR ON SITE

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

## 7.0 SMOKING, EATING AND DRINKING

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

#### 8.0 DRUGS AND ALCOHOL

- 8.1 The possession or use of illicit drugs and alcohol on site is not permitted. Anyone who is found, or suspected to be, under the influence of either will be removed from site (subject to the Contractors' disciplinary procedure).
- 8.2 Anyone taking prescriptive drugs shall advise their employer, in particular those drugs that may impair their performance. Their employer may make arrangements to assign them to more suitable work, but shall ensure that the OWNER/CONSULTANT Construction manager is informed without delay.

## 9.0 PERMIT TO WORK SYSTEM

- 9.1 All construction works will be carried out under a permit to work system. It is designed to protect personnel and plant and consists of an organized and predefined safety procedure. It forms a clear record of all foreseeable hazards which have been considered in advance of construction operations.
- **9.2** The identities of the permit "Issuing Authority" will be OWNER and the "Permit Acceptor" will be the Contractor.
- **9.3** The following types of permits will be issued:
  - Clearance Certificate all other permits are invalid without this Certificate, (this certificate can be used for general work).
  - Excavations Work Permit.
  - Working at Height work Permit.
  - Road Closure Work Permit.

9.4 Written requests for permits must be submitted to Owner at least twenty-four hours in advance and the permits will be issued daily. Permits shall be given to Safety Officers of the contractor, by representatives authorized by Owner in approved formats.

### 10.0 ACCESS, SITE PASSES AND SECURITY

#### 10.1 **Passes**

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

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

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

#### 10.2 Security

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

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

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

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

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

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

- 10.3 Construction personnel will not be admitted to the Construction Areas unless they have undergone Owner/ Consultant's induction, and received a security pass. No Induction, No Pass, No Access to the Site
- 10.4 OWNER/CONSULTANT reserves the right to deny access to the Construction Site/Areas and/or the Construction Car parks to any person, or vehicle.
- 10.5 Individuals may be excluded from and refused future entry to the Site and/or Construction Areas for any breach of Safety or Security Rules, or exceeding the speed limit (20 mph on roads leading to the site off the public highway and 5 mph in the construction area).
- 10.6 No plant/skips waste or materials may leave the Construction Area without the clearance of OWNER/CONSULTANT.
- 10.7 The taking of photographs on the site is prohibited.
- 10.8 Vehicles with children under the age of 16 years or animals onboard will not be allowed access.
- 10.9 Visitors will only be allowed by appointment (two days' notice to OWNER/CONSULTANT is required). Visitors shall be accompanied by a member of the Contractor's team (who has received Health, Safety and Environment Induction) at all times. The visitor will have to obtain a visitor's pass, and be collected from and returned to the main gate.
- 10.10 Each Contractor will keep a daily register of who is on site. The register will record name, pass number, time-in and time-out (records on time-clocks will not be permitted). This information shall be used to check personnel (role call) in the event of an emergency.

## 11.0 PARKING, DELIVERIES AND VEHICLE PASSES

- **11.1** Contractors' personnel shall not be allowed to park any vehicle on the main car park or site. All contractors shall park in the Contractors' Temporary Car Park.
- **11.2** The Contractor shall arrange transport between the parking area(s), the main site gate and the Contractor's establishment and working areas if judged to be necessary.

- 11.3 Vehicles used solely for transporting of tools and equipment may be allowed access to the working area(s) for unloading/loading only.
- 11.4 Owners of vehicles parked illegally will have their car pass taken off them and told to remove the vehicle from site. They may have their site pass withdrawn and be refused further access to the Construction Site.
- **11.5** The Construction Areas will be restricted to construction plant and delivery vehicles.
- **11.6** The speed limit on site is 10 mph on the approach roads leading to the site off the public highway and 5 mph on the construction areas.

#### 12.0 SITE OPENING AND CLOSING TIMES

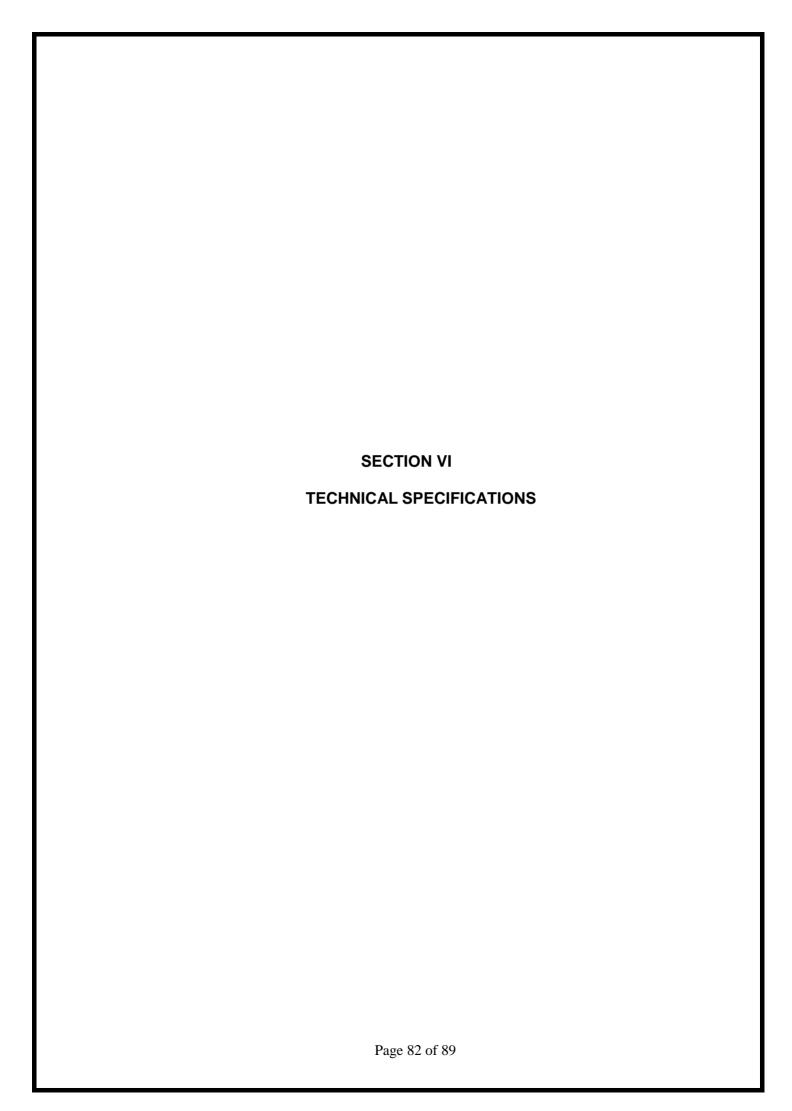
12.1 The site will be open from 8.00am to 6.00pm Monday to Saturday. Work outside the agreed normal working hours will be by agreement with Owner (subject to two working days 'notice). All applications for out of hour working will identify the scope of work, supervision arrangements and a list of personnel.

#### 13.0 SITE SUPERVISION

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

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

- 14.1 Each Contractor must ensure that all his supervision and employees have had adequate safety training and are experienced to carry out their work safely, prior to starting on site. Training should be continuous throughout a project and should include regular toolbox discussions, (on site briefings at the start of each working day/shift).
  - To this end, the Contractor must also ensure that specific hazards likely to be experienced on the Site, whether notified to them or discovered by them, are notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their Subcontractors and, where discovered by them, to OWNER/CONSULTANT.
- 14.2 Where particularly severe or unusual hazards may arise on site, OWNER/CONSULTANT reserves the right at no additional cost to request Contractors' employees to attend special safety training and instruction sessions, whether carried out on site or externally. OWNER/CONSULTANT also requires Contractors' employees to undergo specified induction safety training. These aspects should be checked prior to submission of Tenders or execution of the works



#### **SECTION VI**

#### TECHNICAL SPECIFICATIONS

#### 1.0 INTRODUCTION

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

Samagra Shiksha is under implementation by Gujarat Council of School Education, Gandhinagar. Under this programme construction of Civil Works such as Additional Classrooms, Toilet Block, KGBV, RMSA School, MDM, School & BRC repairing are undertaken through SMC/Contractor.

WAPCOS is proposed to hire an experienced firm to carry out Material Testing for civil Construction works under Samagra Shiksha in various Talukas of kutchh District.

#### 1.1 SCOPE OF WORK

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

- The agency must have well equipped laboratory for testing of building materials in Gujarat.
- The laboratory must be accredited by NABL & ISO certified or Government approved material testing laboratory registration certificate.
- The agency must submit the list of equipment in the laboratory.
- The agency having facility of mobile testing laboratory shall be preferred.
- The bidder shall timely carry out independent sampling, collection of testing material anywhere in all the talukas of Kutchh district, checking / testing of materials used in construction work and concrete cubes during the course of construction work (both at field & laboratory) after collecting random sample from anywhere in the project area/ talukas of Kutchh district in the presence of WAPCOS to ensure that specified quality is achieved.
- The testing reports should be submitted to WAPCOS just after completion of tests to avoid any delay.

The test for each site shall be carried out which are listed below:

Sr. No	Materials to be tested	Class room, KGBVs, RMSA school/Hostel & Model Day School	MDM & Toilet Block
1	Water	Yes	Yes
2	Cement	Yes	Yes
3	Sand	Yes	Yes
4	Kapchi and metal (for RCC work)	Yes	Yes
5	(A). Bricks/C.C. block/Bela stone	Yes	Yes
	(B). Aerated Block	Yes	Yes
6	Reinforcement	Yes	Yes
7	C.C. Cubes	Yes	Yes
8	Flooring tiles/Mosaic/Vitrified tiles/Kota stone	Yes	No

The type and no of test required to be carried out for materials / concrete etc. is given below and is thus the empanelment is being carried out for the mentioned tests. However for multilevel classroom, KGBV & RMSA schools shall be carried out as per the schedule of testing given in the bidding document and also as per direction of Engineer in-charge. The bidder shall conduct only one test for materials if two or more activities are undertaken simultaneously. The scope of work is tentative and may during the execution of work.

Sr.	Building Materials	Test to be carried out				
<b>No</b> 1	Water	Chamical analysis				
2	Cement	Chemical analysis				
2	Cement	(a). Consistency				
		(b). Setting time				
		(i). Initial				
		(ii). Final				
		(c).Fineness by specific surface				
		(d). Compressive strength, N/mm2 not less than				
		i). 3 days				
		ii). 7 days				
		iii). 28 days				
		(e). Soundness by lechatelier				
3	Sand	(a). Silt content				
		(b). Gradation, fineness Modules				
		(c).Zoning tests				
		(d). Sp. Gravity				
		(e).Water absorption (%)				
4	Kapchi and metal (for RCC work)	(a). Specific gravity				
		(b). Water Absorption				
		(c). Abrasion				
		(d).Impact value %				
		(e). Flakiness index				
		(f). Gradation percent passing of IS sieve				
5	(A). Bricks/C.C. block/Bela stone	(a).Water absorption				
		(b). Efflorescence				
		(c).Compressive strength				
		(d).Dimension				
	(B). Aerated Block	(a). Compressive strength				
		(b). Dimension				
		(c).Block Density				
		(d).Thermal conductivity				
		(e). Drying shrinkage				
6	Reinforcement	(a). Ultimate tensile strength				
		(b). Yield stress (Proof stress)				
		(c).Elongation				
7	C.C. Cubes	Compressive strength				
		at 7 days				
		at 28 days				
8		(a).Water absorption				
	Flooring tiles/Mosaic/Vitrified	(b).Transverse strength				
	tiles/Kota stone	(c).Abrasion				
		(d). Size				
		(e). Surface quality				

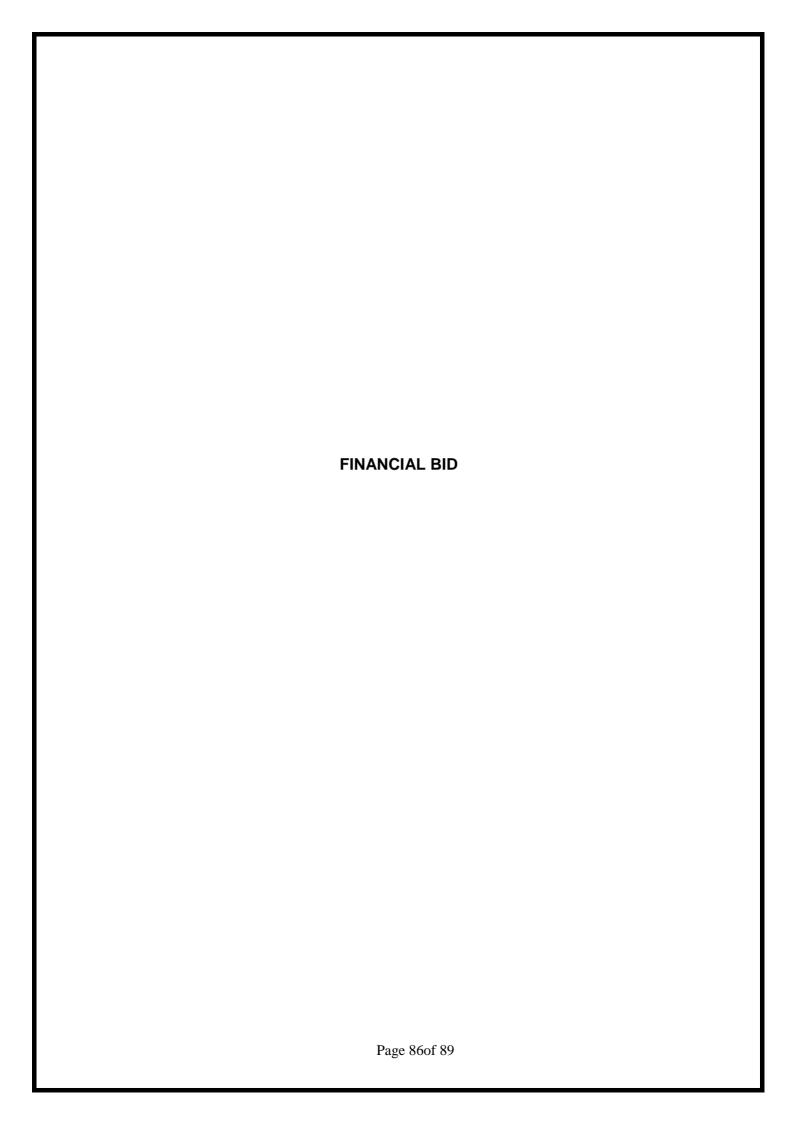
The tests shall be carried out as per BIS and other relevant codes and reports shall be as per NABL. While quoting price the Bidder may consider quoting rates keeping in mind the collection of single sample or more as the case may be from the respective construction site. The sites are spread all across Kutchh district, Gujarat. Normally it is expected to furnish results of material testing within one month form the date of commencement of respective activity.

## 2.0 MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT & PERSONNEL

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

## 3.0 REPORT

All testing reports shall be submitted to WAPCOS within two days from date of collection of samples for testing in hard copy (2 sets) on Letter head of Laboratory with Seal & Signature of the designated personnel of Laboratory.



### Form of Quotation

#### **Quotation for**

To,
The Project Manager
WAPCOS LIMITED, Gandhinagar
515,5th Floor, Shree Ugati Corporate Park
Opp. Koba Kudasan Road, Gandhinagar, Gujarat –382421

## **Sub: Appointment Of Material Testing Laboratory For Civil Works Under Samagra Shiksha In Kutchh District- Gujarat**

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

Total price for Material Testing for Civil District- Gujarat, RupeesGST.	_	
This price will remain valid for 60 (Sixty Unless and until a formal contract is prepwith your acceptance thereof, shall consti	pared and executed, this quotation	n, together
I/We undersigned, that you are not boun may receive.	nd to accept the lowest or any qu	otation you
Signed this	day	_2023
Signature and seal of bidder		
or Authorized representative		
Name of firm :		
Address of firm :		
Telephone No.		
Fax No.		
E-mail :		

#### PRICE SCHEDULE

Sr. No.	Test	Total No of test	Testing Charges per test (in Rs.)	Amount (in Rs.)
1	Water	269		
2	Cement	269		
3	Sand	269		
4	Kapchi/ Metal	269		
5	Brick/ C.C Block/ Bela stone/ aerated block	323		
6	Reinforcement	787		
7	C.C.Cubes	701		
8	Flooring Tiles Mosaic /Vitrified tiles/Kota stone	54		
	Total Cost			

Note: The quoted rate shall be inclusive of all taxes except GST as applicable and shall be paid extra.

#### Note:

- The quantity of samples to be sent for testing shall be as specified in relevant IS.
- The materials & concrete cubes to be sent for testing to laboratory shall be properly sealed.
- Material collection charges, transportation charges, DA, out of pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visit places and work site till the scope of work is completed. All the above charges shall deemed to be considered in the fee quoted under the price bid.
- The quantities may vary ± 10% as per the site condition and requirement.
- Rate is inclusive of all taxes except GST
- The Rates are including cost of tools, equipment's, mobilisation, demobilisation, pontoon, machinery etc. at any places of Gujarat.
- WAPCOS Limited will not pay any amount as advance to the selected bidder.
- No additional payment will be allowed above the rates quoted on any account.
- Payment shall be made to the agency on receipt of the payment from the client (Back to Back basis).
- Do not fill the summary of cost (BOQ) at the time of submission of technical bid.
- Payment will be made according to the actual executed quantity and same unit prise

<b>Authorization</b>	Sign	and	Seal	of	Bidde
Date:					