



WAPCOS Limited
(A Government of India Undertaking)

Request for Proposal for
Measurement of discharge of various drains out falling in
River Yamuna directly and all sub drains out falling in
Najafgarh and Supplementary drains

September, 2024

SECTION-I: NOTICE INVITING TENDER

DISCALIMER

WAPCOS Limited has prepared this document for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.

The purpose of this document is to provide bidders with information to assist the formulation of their bid. The information is provided on the basis that it is non-binding on WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

While WAPCOS Limited has taken due care in preparation of the information contained herein and believe it to be accurate and WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express 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.

Notice Inviting Tender (NIT)

S. No.	Particular	Details
1.	Document Reference Number	As per Gem
2.	Tender Invitation Date	As per tender document
3.	Client	WAPCOS Limited
4.	Name of Work	Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.
5.	Joint Venture	Joint Ventures / Consortium / Association of Bidders is not allowed.
6.	Offer Validity	120 days from the last date of submission of Bid
7.	Project Duration	3 month from date of award
8.	Cost of the Project	30.00 Lakh exclusive of GST
9.	Earnest Money Deposit	Rs. 60,000/- can be submitted online as per detail mentioned in the RFP document. “The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services” “EMD can also be submitted in the form of FDR/DD in the name of WAPCOS Limited payable at Gurgaon/Delhi.”
10.	Bid Clarifications	Clarifications on Request for Proposal shall notify WAPCOS can be sent on the following email id latest by 28.05.2024. environment@wapcos.co.in
11.	Last Date & Time for Submission of Technical and Financial proposal	As per tender
12.	Date & Time for opening of Technical proposals	As per tender
13.	Date of Presentation	Will be Intimated to the Bidders
Separately 14.	Address for Bid Submission	Mr. P.D. Karkhanis, General Manager (Env.) WAPCOS Limited, 76-C, Sector-18, Gurugram-122015, Haryana

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. Further, any information or any issuance of corrigendum/ addendum/amendment related to this tender will be available only on the website mentioned above.

S/d
General Manager (Env.)
WAPCOS Ltd.

SECTION-II: INSTRUCTION TO BIDDDERS

1.1 Introduction

WAPCOS proposes to invite tenders from interested agencies for Measurement of discharge of completely trapped 11 major drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh, Supplementary and Shahdara drains

“Agency” referred here in could be Firm/ Organization/ Company/ Private Limited which could undertake the similar work and deems to apply for the tender as a bidder.

1.2 Similar Works

Similar work is defined as experience in carrying out discharge measurements of drains.

1.3 Validity of the Offer

The Proposal shall remain valid for a period of 120 days from the date of opening of Proposal. If required, WAPCOS Limited in writing can request bidders for extension of the period of validity.

1.4 Right to Accept or Reject any Proposal

WAPCOS Limited reserves the right to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

1.5 Termination of Contract

The Selected Agency stops work for 90 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.

1.6 Project Duration

Duration of project will be 3 month from the date of award.

2. Instruction to Bidders

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- ii. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- iii. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s). In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.

- iv. Proposals received by facsimile shall be treated as defective, invalid and rejected.
- v. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- vi. No Bidder is allowed to modify, substitute or withdraw the Proposal after its submission.
- vii. Subletting of work is not allowed.

2.1 Minimum Eligibility Criteria

- The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm /Proprietary Firm in India and shall operate in conformity with the provisions of laws in India. . An Undertaking on letter head to be attached.
- Power of Attorney issued in favour of person authorized to sign the Tender documents.
- Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-I**
- Organizational Details to be given as per **Annexure-II**
- **Letter of Incorporation/Registration Certificate:** The Agency should be registered in India with minimum 7 years of existence on the day of bid submission. The Letter of Incorporation/Registration Certificate is to be submitted.
- The Bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited. The format is enclosed as **Annexure-III**.

One Similar work of value not less than 80% of project
i.e. Rs. 24.00 lakh cost and above

Or

Two similar works of value not less than 50% of project
i.e. Rs. 15.00 lakh cost and above

Or

Three similar works of value not less than 40% of project
i.e. Rs. 12.00 lakh cost and above

(Documentary evidence in form of work orders and completion certificates of similar studies to be provided) (Form 26AS, TDS may be furnished in case of experience from private firms)

- **Solvency:** Bidder shall submit latest Solvency certificate (from any Nationalised or Scheduled bank) 40% of the project cost i.e. Rs. 12.00 lakh with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate **(The solvency certificate shall be dated after the date of publication of tender, attested from concerned Nationalized / Scheduled Commercial Bank after date of publication of Tender addressed to tendering authority quoting name of the work).** **Annexure-VII**
- **PAN Card:** Agency must have PAN (Documentary evidence is to be submitted)

- **Goods and Service Tax (GST):** Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of Indian 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's letter head stating that they will get registered in GST as per Govt. norms before submission of bills.
- Average annual turnover of the bidder shall not be less than 50% of project cost i.e. Rs. 15.00 lakh for last three financial years, ending March 2024. Audited Balance Sheet for 5 (five) years ending financial year 2023-24 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number). The format is enclosed as **Annexure-IV**.
- **Profit after Tax:** The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2023-24.
- **EMD:** An EMD of 2% of the project cost i.e. Rs. 60,000/- is to be submitted online through NEFT/RTGS.

"The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services." The bank details are given below:

Beneficiary Name	:	WAPCOS Limited
Account Number	:	193502000000405
Name of Bank	:	Indian Overseas Bank
IFSC Code	:	IOBA0001935
WAPCOS Contact Number	:	0124-2397396

*** The proof of online payment is to be attached with Technical Proposal.**

- The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. An Undertaking on letter head to be attached as **Annexure-V**
- Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.
- Bidder should not have any conflict of Interest. An Undertaking on letter head to be attached.
- MSMEs Registration to be provided, if, the bidder is registered as MSME.
- The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder has to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. 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. Bidder should submit the declaration as per referred Form in RFP

- **Integrity Pact:** Bidder to sign Integrity Pact, as per the enclosed Format given as Annexure-VI
- **Joint Venture:** JV is not allowed.

2.4 Estimated Cost of Project

The Estimated cost for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains is Rs. 30.00 lakh (Rupees Thirty lakh + GST only).

2.5 Time Schedule/ deliverables

S. No.	Work	Time Schedule from Letter of Award
1	Completion of field works of discharge measurements in all drains as per scope of work.	90 days
2	Submission of Report on Measured Discharges of all the drains.	15 days

2.6. Amendment of Bid Documents

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

3. PREPARATION OF PROPOSAL

The Bidder must comply with the following instructions during preparation of Proposals:

- Bidders shall submit the soft copies of their Proposals electronically on the portal using valid Digital Signature Certificate <https://gem.gov.in> only.
- Every page of the documents shall be submitted by the Bidder must be duly signed by the authorized signatory of the Agency using Digital Signature Certificate.
- Each page of the proposal should be in conformity to the eligibility qualifications and clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents
- The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).
- Proposals received by in Physical form, facsimile, email shall be treated as defective,

- invalid and rejected.
- viii. Only detailed proposals submitted online and 1 original copy (technical proposal) need to be submitted in hard copy.
 - ix. No Bidder is allowed to modify, substitute or withdraw the Proposal after its last date of submission.

The bidders/ Agency shall follow the link for reading the training module for GEM Participation as follows:

S. 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	<p>Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</p> <p>Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</p>
3	Profile Updation (Seller/Service)	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 –	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	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

3.1 Cost of Bidding

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

3.2 Amendment of Bid Documents

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/ Addendum. The same shall be uploaded online on <https://gem.gov.in> and/ or www.wapcos.gov.in. The bidders are requested to visit the website daily for any updates. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary.

4. SUBMISSION OF PROPOSAL

Under this process, the Technical bid Application as well as Financial Bid shall be invited at single stage under two covers i.e. Technical Bid & Financial Bid (Online on <https://gem.gov.in>).

Eligibility and qualification of the Applicants will be first examined based on the details submitted in Technical Proposal with respect to eligibility and qualification criteria prescribed in this document (Clause No. 3 of SECTION-II: INSTRUCTION TO BIDDERS). **The Financial Bid shall be opened for only those Applicants, who qualify the Technical Bid as per the eligibility and qualifications criteria as per the document.**

4.1 Technical Proposal

The bidder shall submit all the documents as per Minimum Qualifying Criteria (Clause no. 2.1) and **SECTION-III: EVALUATION OF PROPOSALS, clause 2. Evaluation of Technical and Financial Proposals online on <https://gem.gov.in> and 1 hard copy original.**

4.2 Financial Proposal

- Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in Clause 2 of this RFP
- The quoted rates/amounts shall cover the costs of executing all activities defined in scope of work. The quoted rates/amounts shall cover costs of remuneration, insurance, equipment, material, and other expenses related to the Agency's staff/ manpower and the works to be executed. The Agency shall not require or demand any other reward or compensation, either in the form of currency or in other forms, from WAPCOS
- The bidder shall provide cost towards the scope of work as per Format given as **Annexure-VIII**. The cost shall be inclusive of all the taxes/levies/duties etc. excluding GST. GST shall be paid over and above at applicable rates.
- Only Technically qualified Proposals shall be considered for Financial Bid Opening.
- Conditional financial proposals will be rejected.
The bidder shall submit their Financial quotation online only on <https://gem.gov.in> in prescribed format (xls format) only.
- In case any bidder submits financial bid in hard copy, the bid of that bidder shall stand rejected.

4.3 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and WAPCOS shall be written in the English language only.

5. General Conditions of Proposal

5.1 Performance Bank Guarantee/FDR

The Successful Bidder shall within Ten (10) days of the acceptance of the LOI, execute a Performance Bank Guarantee/FDR as per contract, from a Nationalized/Scheduled Bank, for an amount equivalent to 5% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the issue of completion Certificate. The Performance Bank Guarantee/FDR of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.

The Contractor shall from time to time at the request of the WAPCOS Limited suitably extend the validity of Performance Bank Guarantee as may from time to time be required by WAPCOS Limited, failing which, without prejudice to any other right or remedy available to WAPCOS Limited, WAPCOS Limited shall be entitled to encash the Bank Guarantee.

5.2 Liquidity Damages

If the bidder fails to complete the various job assigned to him as per the scope of the work in the given time mentioned under progress Schedule he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% per week, subject to a maximum of 10%. The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

5.3 Postponement, Suspension or Termination of Work

If at any time, the WAPCOS decides to postpone, suspend or terminate the work or part thereof, notice shall be served by WAPCOS of not less than 15 days, notifying its intention to suspend/postpone or terminate the work or any part thereof. In the event of such suspension, postponement or termination, proportionate fees on account of submission of work output and other expenses between WAPCOS and the awarded party shall be paid by WAPCOS to the awarded party.

5.4 Acceptance/Rejection

WAPCOS reserves the right to accept or reject any Proposal without assigning any reason and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

5.5 Disparity

If any disparity of work is found, the awarded party will be responsible and the expenses will be borne at his own cost.

5.6 Insurance

Workmen Safety and Insurance: The awarded party shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the Project.

The awarded party shall take out and maintain at its own cost insurance against the risks and for the coverage and shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used

by their workers while carrying out works. WAPCOS shall not be liable for any compensation in case of any fatal injury/ death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

5.7 Force Majeure

For the purpose of this clause Force Majeure event means an act of God, War, Blockage, Lightening, fire, earthquake, storm, flood, epidemic, political turbulence, acts of terrorism or any other event or circumstances or combination of events & circumstances beyond the reasonable control of either parties. If the Bidder is prevented from performing its obligation due to such Force Majeure, the bidder will be remunerated for the duration of 2 months. The Affected party/ bidder shall in every instance, to the extent it is capable of doing so, make its best efforts to perform and fulfill the obligations to the extent possible with flexible solutions in such a case.

5.8 Arbitration

5.8.1 Resolution of Disputes

Except where otherwise provided in the contract, all questions and disputes relating to the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the Selected Agency considers any work or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is resulting in a dispute, it shall be referred to the Nodal Officer from WAPCOS who shall, within a period of thirty days after being requested by the Selected Agency to do so, give written decision to the Selected Agency. Upon receipt of the written decision of the Nodal Officer, the Selected Agency shall promptly proceed without delay to comply with such decision.

5.8.2 Adjudication of Disputes

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

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

5.9 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 accountant 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.

5.10 Provision as per Rule 144(xi) of GFR

F.NO.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

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

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

5.11 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 20% in quantities given in the schedule of work.

SECTION-III: EVALUATION OF PROPOSALS

1. Bid Opening

The bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may be present during the Bid Opening if desired. WAPCOS Limited may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for detailed scrutiny. Subject to the terms mentioned in the Request for Proposal, a two-stage process as explained below, will be adopted for evaluation of Proposal submitted by the specified date and time.

2. Evaluation of Technical and Financial Proposals

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system.

S. No	Requirement	Yes/No
1.	Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.	
2.	Signed & scanned copy of duly filled Bid Acceptance Letter as per Annexure-I	
3.	Organizational Details to be given as per Annexure-II	
4.	Letter of Incorporation/Registration Certificate: The Agency should be registered in India with minimum 7 years of existence on the day of bid submission. The Letter of Incorporation/Registration Certificate is to be submitted. Agency must have Partners/Directors or Proprietorship of firm with minimum experience of 7 (Seven) years. (Documentary evidence needs to be submitted).	
5.	The Bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited. The format is enclosed as Annexure-III . One Similar work of value not less than 80% of project cost i.e. Rs. 24.00 lakh and above Or Two similar works of value not less than 50% of project cost i.e. Rs. 15.00 lakh and above Or Three similar works of value not less than 40% of project cost i.e. Rs. 12.00 lakh and above (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)	
6.	PAN Card: Agency must have PAN (Documentary evidence is to be submitted)	
7.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	

S. No	Requirement	Yes/No
8.	Average annual turnover of the bidder shall not be less 50% of project cost i.e. Rs. 15.00 lakh for last three financial years, ending March 2024. Audited Balance Sheet for 5 (five) years ending financial year 2023-24 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA). The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number). The format is enclosed as Annexure-IV.	
9.	Profit after Tax: The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2023-24.	
10.	EMD: An EMD of 2% of project cost i.e. Rs. 60,000 /- is to be submitted online through NEFT/RTGS. The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services	
11.	Solvency: Bidder shall submit latest Solvency certificate (from any Nationalized / Scheduled Commercial Bank) 40% of the project cost i.e. Rs. 12.00 lakh with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate (The solvency certificate shall be dated after the date of publication of tender, attested from concerned Bank after date of publication of Tender addressed to tendering authority quoting name of the work).Annexure-VII	
12.	The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. 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. Bidder should submit the declaration An Undertaking on letter head to be attached. Annexure-V	
13.	Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.	
14.	MSMEs Registration to be provided, if the bidder is registered as MSME	
15.	Integrity Pact: Bidder to sign Integrity Pact, as per the enclosed Format given as Annexure-VI, INTEGRITY AGREEMENT STAMP PAPER OF RS. 100/-	
16.	Proof of EMD Submitted	

3. Shortfall Documents

- WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids.
- Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

4. Confidentiality of Bids

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

5. Payment Terms

S. No.	Milestone	Percentage of total payment (%)
1	Advance on signing of agreement with WAPCOS and submission of BG of equivalent amount	20
2	On submission of report of 70 drains	20
3	On submission of report of next 100 drains	20
4	On submission of report of next remaining drains	15
5	On approval of reports by WAPCOS	10
6	Approval of reports by DJB	15
	Total	100

- **Note: Advance will be adjusted @ 4% from running bills**
- The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between (Name of Client) being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from 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 (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."
- GST payment will be made on submission of proofs / challans.
- Taxes as applicable shall be deducted at source as per GOI norms.

6. Award of Work

- Work shall be awarded to the Bidder with the lowest quoted rate and terms & conditions and the decision of WAPCOS shall be final and binding.
- WAPCOS reserves the right to accept or reject any or all the proposals
- Notification on Award of Work shall be made in writing to the successful Bidder.

SECTION –IV SCOPE OF WORK

17. Scope of Work

1. INTRODUCTION

Measurement of discharges of drains for total 214 i.e. 38 Large and 176 small drains, out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains using V-Notch/Rectangular Weir/Current Meter/Flow Meter.

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
1.	D 45	Rana Pratap Bagh Drain L/B	52410m	L	Najafgarh drain
2.	D 46	Shastri Nagar Inlet Right Bank	50740m	L	Najafgarh drain
3.	D 47	Shakti Nagar Nagar Drain-3 Right Bank	51975m	L	Najafgarh drain
4.	D 48	Shakti Nagar Nagar Drain-2 inlet Right Bank	52393m	L	Najafgarh drain
5.	D 49	Kamla Nagar Drain Right Bank	52448m	L	Najafgarh drain
6.	D 50	Mall Road Drain Right Bank	54366m	L	Najafgarh drain
7.	D 51	Jahangirpuri Drain falling into NG Drain L/B	56314m	L	Najafgarh drain
8.	D 52	Tulsi Nagar Drain	48650m	L	Najafgarh drain
9.	D 53	Shastri Nagar Inlet Right Bank	50200m	L	Najafgarh drain
10.	D 54	Roop Nagar Drain Right Bank	52838m	L	Najafgarh drain
11.	D 55	Mukherji Nagar Inlet L/B	55540m	L	Najafgarh drain
12.	D 56	New MCD Drain Adjoining Bhalswa area	8400m New drain	L	Supplementary drain
13.	D 57	R/B Rohini Sec-11	16426m	L	Supplementary drain
14.	D 58	R/B Rohini Sec-11	16000m	L	Supplementary drain
15.	D 59	MCD Drain/Inlet, Sayed Nangoli Bridge	23935m L/B	L	Supplementary drain
16.	D 60	L/B Badli and Rohini Sec-18 Side	10482m	L	Supplementary drain
17.	D 61	MCD Drain/Inlet, Sayed Nangoli Bridge	22600m R/B	L	Supplementary drain
18.	D 62	Avantika Drain R/B	19200m	L	Supplementary drain
19.	D 63	L/B Rohini Sec-16	11630m	L	Supplementary drain
20.	D 64	MCD Drain/Inlet, Sayed Nangoli Bridge	24700m R/B	L	Supplementary drain
21.	D 65	MCD, Jhorada Harijan Basti	2683m L/B	L	Supplementary drain
22.	D 66	MCD Drain/Inlet, Near Ranholla	30880m L/B	S	Supplementary drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
23.	D 67	MCD Drain/Inlet, Sayed Nangoli Bridge	23260m R/B	S	Supplementary drain
24.	D 68	L/B Rohini Sec-25	14800m	S	Supplementary drain
25.	D 69	MCD Drain/Inlet, Sayed Nangoli Bridge	23235m L/B	S	Supplementary drain
26.	D 70	Rithala PWD Road U/S Rithala Metro	16450 m	S	Supplementary drain
27.	D 71	Inlet D/S of Bridge at RD 17700m	17690m	S	Supplementary drain
28.	D 72	MCD Drain/Inlet, Kakrolla Near Fish Market	34500m L/B	S	Supplementary drain
29.	D 73	MCD Drain/Inlet, Near Baprolla	34220m L/B	S	Supplementary drain
30.	D 74	MCD Drain/Inlet, Near Baprolla	33360m L/B	S	Supplementary drain
31.	D 75	MCD Drain/Inlet, Near Ranholla	32420m L/B	S	Supplementary drain
32.	D 76	MCD Drain/Inlet, Near Ranholla	31825m L/B	S	Supplementary drain
33.	D 77	MCD Drain/Inlet, Near Ranholla	31525m L/B	S	Supplementary drain
34.	D 78	MCD Drain/Inlet, Sayed Nangoli Bridge	24309m L/B	S	Supplementary drain
35.	D 79	Inlet D/S to Bridge at RD 18300m R/B	18280m	S	Supplementary drain
36.	D 80	Pooth Kalan & Pooth Khurd Drain, L/B	19350m	S	Supplementary drain
37.	D 81	Budh Vihar Road Drain, L/B	19380m	S	Supplementary drain
38.	D 82	P-1 to P-4 Block Sultan Puri Drain, L/B	19795m	S	Supplementary drain
39.	D 83	C-4 & C-5 Block Sultan Puri Drain, L/B	19830m	S	Supplementary drain
40.	D 84	Mangol Puri R & M block outfall drain, R/B	20200m	S	Supplementary drain
41.	D 85	B-1 to B-5 , C-1 & C-2 Sultan Puri Block	20550m	S	Supplementary drain
42.	D 86	D/S MukandPur Bridge	5690m L/B	S	Supplementary drain
43.	D 87	L/B Badli village	10100m	S	Supplementary drain
44.	D 88	L/B Badli village	10220m	S	Supplementary drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
45.	D 89	Rithala Village Drain, R/B	16850m	S	Supplementary drain
46.	D 90	Gopal Vihar Inlet at R/B	17750m	S	Supplementary drain
47.	D 91	DDA Colony Drain R/B	18150m	S	Supplementary drain
48.	D 92	Y, J. I & H Block Mangol Puri Outfall Drain R/	19850m	S	Supplementary drain
49.	D 93	Harijan Basti Sultan pur Majra, outfall	21805m	S	Supplementary drain
50.	D 94	U/S MukandPur Bridge	5780m L/B	S	Supplementary drain
51.	D 95	L/B near Delhi Ambala bridge	9350m	S	Supplementary drain
52.	D 96	R/B Badli village	10040m	S	Supplementary drain
53.	D 97	Sultan Puri , Jalebi Chowk outfall drain, L/B	21360m	S	Supplementary drain
54.	D 98	MCD Drain/Inlet, Near Ranholla	32990m L/B	S	Supplementary drain
55.	D 99	KSN Drain, Near Ranholla including Nilothi STP Outfall	30225m L/B	S	Supplementary drain
56.	D 100	DDA Drain/ Inlet, Rohini Sector 24 & 25	16798 m	S	Supplementary drain
57.	D 101	Rithala Village Drain, R/B	18140m	S	Supplementary drain
58.	D 102	MCD Drain Adjoining Bhalswa area	7500m L/B	S	Supplementary drain
59.	D 103	R/B opposite Badli village (old), Near Badli Mor	9815m	S	Supplementary drain
60.	D 104	L/B Outfall structure of Nangloi Drain	14350 m	S	Supplementary drain
61.	D 105	Rithala-1	17070	S	Supplementary drain
62.	D 106	Slume Colony-Sector 24-1 L/B	17285	S	Supplementary drain
63.	D 107	Slum Colony-Sector 24-2 L/B	17425	S	Supplementary drain
64.	D 108	Budh Vihar-Phase 2-2	17720	S	Supplementary drain
65.	D 109	Budh Vihar-Phase 2-2	17760	S	Supplementary drain
66.	D 110	Budh Vihar-Phase 1-1	18130	S	Supplementary drain
67.	D 111	Vijay Vihar-phase 2-2	18325	S	Supplementary drain
68.	D112	Budh Vihar-Phase1-2	18375	S	Supplementary drain
69.	D113	Krishna Vihar-2 drain	19584	S	Supplementary drain
70.	D114	MCD Drain/Inlet, Ambika Vihar	24309m R/B	S	Supplementary drain
71.	D115	MCD Drain/Inlet, Block A Jwala Puri	22130m R/B	S	Supplementary drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
72.	D 116	SHL80, Bhikm Singh Colony Goli No.1	Not available	L	Shahdara drain
73.	D 117	SH R10 (SHL 90 New), Sahibabad drain	Not available	L	Shahdara drain
74.	D 118	SHL 08N (New Drain SHR 82), Opp Kichidipur Crossing Ghazipur Chouk Block B	Not available	L	Shahdara drain
75.	D 119	New Drain SHR 17,B/w DS 12 and DS 11 (Ch B0+310) Johripur on the Left bank - Near to Joripur IC SH R01	Not available	L	Shahdara drain
76.	D 120	SH R01 (SH L01 New), Johripur drain	Not available	L	Shahdara drain
77.	D 121	SH TD2 L01a SH TD2 L02 New, Dilshad Garden drain	Not available	L	Shahdara drain
78.	D 122	SHL77,Shiv Shakti Spare Parts Gali No. 18 Swant Cinema	Not available	L	Shahdara drain
79.	D 123	New Drain SH TD2 L05, Vivek Vihar CH Virendra Singh D 218A Shreshta Vihar Drain	Not available	L	Shahdara drain
80.	D 124	SH L04 (SHR 48 New), Brahmapuri	Not available	L	Shahdara drain
81.	D 125	SH R04 SHL37 New, Balbir Nagar ,	Not available	L	Shahdara drain
82.	D 126	SH L01 (SHR 01 New), Shiv Vihar	Not available	L	Shahdara drain
83.	D 127	SHL11,Drain Opp to Suzuki Show Room Ganga Vihar	Not available	L	Shahdara drain
84.	D 128	SHR 74, Old Seelampur	Not available	L	Shahdara drain
85.	D 129	SHL 27,Kardampuri Main Road Goli No. 32 Near Bridge and Front of Dust Bin Gate	Not available	L	Shahdara drain
86.	D 130	SHR 76, Near Hans Apartment Entrance gate	Not available	L	Shahdara drain
87.	D 131	SHR10,Drain Galli No.	Not	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
		01Block E Bhagirathi Vihar	available		
88.	D 132	SH L26,Kardampuri Main Road Goli No. 3 Near Bridge and Front of Dust Bin Gate	Not available	S	Shahdara drain
89.	D 133	SHR 75A, Near Krishna Nagar Metro gate No. 2	Not available	S	Shahdara drain
90.	D 134	SH L07 SHR 75 New, Preet Vihar (Old canal) / Rajdhani Enclave	Not available	S	Shahdara drain
91.	D 135	SH TD2 L01b SHTD2L03 New, Dilshad Garden drain	Not available	S	Shahdara drain
92.	D 136	SH TD2 R01 (SHTD2 R01 New), EDM drain	Not available	S	Shahdara drain
93.	D 137	SHR 03A, Drain Opp Saleem Mobile Golli No	Not available	S	Shahdara drain
94.	D 138	SH L08 SHR 80 New, Opp Metro Pillar no.107 Karkari More 48 Dayanand Vihar Preet Vihar	Not available	S	Shahdara drain
95.	D 139	SH L09 (SHR 85 New), Khichripur Drain Near Chilla Sardar Bangar Village Mayur Vihar Phase I Delhi 91	Not available	S	Shahdara drain
96.	D 140	SH L10, Near Chilla Village Chilla Sarda Bangar Village Mayur Vihar Phase I Delhi 91 (Chilla Drain)	Not available	S	Shahdara drain
97.	D 141	SH R01 a (SH L05 New), Johri enclave drain	Not available	S	Shahdara drain
98.	D 142	New Drain SH L 38,Welcome Pullia Bridge Near Chanda Kabaristhan (RS 11 to DS 9 (CH B1 - 440) left)	Not available	S	Shahdara drain
99.	D 143	SH R 03 b (SHL28 New), Harihar Shamsan Bhumi Near Kabir Nagar Bridge (Kabir	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
		Nagar)			
100.	D 144	New Drain SHR 18,Near Bridge CH B0+150) Shiv vihar on the left bank Near to Joripur IC SH R01	Not available	S	Shahdara drain
101.	D 145	SH R11 SHR 84 New, Gazipur Road & Dharamsila Road Crossing Block 18 Part II Trilokpuri - (Dallupura Drain)	Not available	S	Shahdara drain
102.	D 146	SH R01 b (SHL08B New), Kavita Palace Drain	Not available	S	Shahdara drain
103.	D 147	SHL10,Drain B 125 Main 30 Foota Road Johripur Opp to Transformer	Not available	S	Shahdara drain
104.	D 148	SHR 80A , Karkari More Dayanand Vihar Preet Vihar	Not available	S	Shahdara drain
105.	D 149	SHR 02, Drain Opp to Hanuman Mandir Galli No 02 EP No. BSES WNV T44 Chaman Park Bhagirathi Vihar	Not available	S	Shahdara drain
106.	D 150	SH L02 (SHR 31 New), Gokulpuri Escape Left (Khajuri Khas)	Not available	S	Shahdara drain
107.	D 151	SHL08A,Drain RC Block Golli no.21 Matawalli Goli Johripur	Not available	S	Shahdara drain
108.	D 152	SH TD2 L06 SHTD2 L06 New, JJ Colony drain	Not available	S	Shahdara drain
109.	D 153	SHL86, Gajipur Road Besides Housing Bridge PP Park Inn Hotel	Not available	S	Shahdara drain
110.	D 154	SHR 61, Old Seelampur	Not available	S	Shahdara drain
111.	D 155	SHR 60, Old Seelampur	Not available	S	Shahdara drain
112.	D 156	SH TD2 L04 (SHTD2 L01 New), Vivek Vihar drain	Not available	S	Shahdara drain
113.	D 157	SHL87, Gajipur Besides Boosting Pumping station	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
114.	D 158	SHL 60,Kanti Nagar	Not available	S	Shahdara drain
115.	D 159	SHR 54, Old Seelampur	Not available	S	Shahdara drain
116.	D 160	SH TD2 L07 SHTD2 L06A New, Patparganj Industrial Area drain	Not available	S	Shahdara drain
117.	D 161	New Drain SHR28,Opp to RS 13 to DS 10 (Ch B0+830 Johripur on the right bank	Not available	S	Shahdara drain
118.	D 162	SHR 62, Old Seelampur	Not available	S	Shahdara drain
119.	D 163	SHR 80B , Karkari More Dayanand Vihar Preet Vihar	Not available	S	Shahdara drain
120.	D 164	SHL04A,Drain MR SOM PAL Block A Golli No 1 Pradhan Golli Johripur EP NO BSES KWN WA 80	Not available	S	Shahdara drain
121.	D 165	SHL79,Opp ram Singh Hospital Goli No.13	Not available	S	Shahdara drain
122.	D 166	SH R 03 D SHL 32 New, Sudama Puri	Not available	S	Shahdara drain
123.	D 167	SHR13,Drain Kashyap Niwas Block E73 Galli No.4,Bhagirathi Vihar	Not available	S	Shahdara drain
124.	D 168	SHR14,Drain G0lli No. 05 Kashyap Jagaran Party hagirathi Vihar	Not available	S	Shahdara drain
125.	D 169	SHL09,Drain B 125 Main 30 Foota Road Johripur Opp to Transformer	Not available	S	Shahdara drain
126.	D 170	SHL 57,Kanti Nagar	Not available	S	Shahdara drain
127.	D 171	New Drain SHR 38, B/w DS 11 and DS 12 (Ch B0+210 Joripur on the right bank)	Not available	S	Shahdara drain
128.	D 172	SH TD2 L02 SHTD2 L03A, Jhilmil Industrial Area drain	Not available	S	Shahdara drain
129.	D 173	SH L06 SHR67 New, Radhey puri (Krishna Nagar) drain	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
130.	D 174	New Drain SHR 20,B/w DS9 to RS 13 (CH B1+120) on the right bank 380 m behind IC SHR 02A	Not available	S	Shahdara drain
131.	D 175	SHL04, Drain Near EP No. BESE KWN VW 79,Johripur	Not available	S	Shahdara drain
132.	D 176	SHR 03C, Drain Ali Buildings Wala Galli Block A Golli 1 Indira Vihar	Not available	S	Shahdara drain
133.	D 177	SHR07,Drain near House no.133 & 134 Nalla Road Bhagirathi Vihar	Not available	S	Shahdara drain
134.	D 178	SH L 20,Drain Between Pillar No. 265 & 266 Gokulpuri Metro station Gokulpuri	Not available	S	Shahdara drain
135.	D 179	SHR 83, Beside Bridge Block 4 Kalyanpuri	Not available	S	Shahdara drain
136.	D 180	SHR 65, Old Seelampur	Not available	S	Shahdara drain
137.	D 181	SHR 02B, Drain Swami Salai Machine works EP BSES KWN J157 Bhagirathi Vihar	Not available	S	Shahdara drain
138.	D 182	SHR15,Drain Galli No. 06 Kashyap Bike Service Bhagirathi Vihar	Not available	S	Shahdara drain
139.	D 183	SHL 59,Kanti Nagar	Not available	S	Shahdara drain
140.	D 184	SH R07 (SHL 83 New), Surajmal Road drain	Not available	S	Shahdara drain
141.	D 185	SHL 61,Kanti Nagar	Not available	S	Shahdara drain
142.	D 186	SHR 68, Old Seelampur	Not available	S	Shahdara drain
143.	D 187	SHR06,Drain Krishan Pal Sharma Jagadamba Chowk Galli No. 2 Bhagirathi Vihar	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
144.	D 188	SH R 02 a (SHL13 New), Ganga Vihar	Not available	S	Shahdara drain
145.	D 189	SHR 70, Old Seelampur	Not available	S	Shahdara drain
146.	D 190	SHL03,Drain Near Shiv Shakthi mandir Nallah Road ram Mahalla Johripur	Not available	S	Shahdara drain
147.	D 191	SHR 02A, Drain Swami Salai Machine works EP BSES KWN J154 Bhagirathi Vihar	Not available	S	Shahdara drain
148.	D 192	SHR11,Drain G0lli No. 01Block E Bhagirathi Vihar	Not available	S	Shahdara drain
149.	D 193	SH R 03C (SHL 30 New), Baparpur Chouk Near Moujpur Metro Station (Babarpur West)	Not available	S	Shahdara drain
150.	D 194	SHR54A, Old Seelampur	Not available	S	Shahdara drain
151.	D 195	SHR 66, Old Seelampur	Not available	S	Shahdara drain
152.	D 196	SHR 79, Opp Central Poly Clinic Blood Bank 3 Ganga Bihar Karkari Main Road	Not available	S	Shahdara drain
153.	D 197	SHR08,Drain Your Ouwn Acadamy C Block Bhagirathi Vihar	Not available	S	Shahdara drain
154.	D 198	SHR16,Drain Bhagirathi Vihar Phase I Block E Golli No 7	Not available	S	Shahdara drain
155.	D 199	SHL78,Shiv Shakti Spare Parts Gali No. 18Swarn Cinema	Not available	S	Shahdara drain
156.	D 200	SHR 59A, Old Seelampur	Not available	S	Shahdara drain
157.	D 201	SH R05 (SHL 31 New), GT Road	Not available	S	Shahdara drain
158.	D 202	SH R04A (SHL 34 New), Subhash Park Road	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
159.	D 203	New Drain SHR 27Opp to RS 13 to DS 10 (Ch B0+860 Johripur on the right bank	Not available	S	Shahdara drain
160.	D 204	New Drain SHR 29,Opp SBI ATM Ganga Vihar Nallah Road Delhi 94	Not available	S	Shahdara drain
161.	D 205	SHR 58, Old Seelampur	Not available	S	Shahdara drain
162.	D 206	SHR 59, Old Seelampur	Not available	S	Shahdara drain
163.	D 207	New Drain SHL 81, Bhikam Singh Colony Near Vishwas Nagar, Kasturba Nagar,Bhola Nath Nagar,	Not available	S	Shahdara drain
164.	D 208	SHR 58A, Old Seelampur	Not available	S	Shahdara drain
165.	D 209	SHR54C, Old Seelampur	Not available	S	Shahdara drain
166.	D 210	New Drain SHR 25,Opp to RS 13 to DS 10 (Ch B0+910 Johripur on the right bank OPP Bright Bay way School	Not available	S	Shahdara drain
167.	D 211	SHL01A,Drain D Block Opp Golli No D- 3/1008 Johripur	Not available	S	Shahdara drain
168.	D 212	SHL 56,Kanti Nagar	Not available	S	Shahdara drain
169.	D 213	New Drain SHR 24 ,Opp to RS 13 to DS 10 (Ch B0+940 Johripur on the right bank	Not available	S	Shahdara drain
170.	D 214	SHL12,Drain Opp to Saxena Niwas H No 143 Goli No 08 Ganga Vihar	Not available	S	Shahdara drain
171.	D 215	New Drain SHL 82, Hons Appartment Arjun Nagar Shiv Sanichar Mandirt Near	Not available	S	Shahdara drain
172.	D 216	SH R08 (SHL 85 New), Trin k Drain No. 2 (Patparganj near to Maruti	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
		Suzuki Services)			
173.	D 217	New Drain SHR 22,Opp to RS 13 to DS 10 (Ch B0+980) Johripur on the right bank 20mtrs Near to Kavita Palace drain IC SH R01 B	Not available	S	Shahdara drain
174.	D 218	New Drain SHR 23,Opp to RS 13 to DS 10 Ch B0+960 Johripur on the right bank 40mtrs near to Kavita Vihar IC	Not available	S	Shahdara drain
175.	D 219	New Drain SHR 81, Fingerlicious Restaurant A 192 Madhu Vihar - B/w Patparganj & Ghazipur drain at Right bank	Not available	S	Shahdara drain
176.	D 220	SHR09,Drain Galli No. 02 Bhagirathi Vihar Shoyab Khan Knife factory	Not available	S	Shahdara drain
177.	D 221	SHL73,Shahadara Salimar B park Extension Bholanath Nagar Galli No. 5 near transformer	Not available	S	Shahdara drain
178.	D 222	SHL76,Shahadara Salimar B park Extension Bholanath Extension Pila Mandir	Not available	S	Shahdara drain
179.	D 223	SHR 03B , Drain Galli No.11 Bhagirathi Vihar	Not available	S	Shahdara drain
180.	D 224	SHR40, Near Vitor Public School Main Chouk Maujpur	Not available	S	Shahdara drain
181.	D 225	SHR05,Drain GIC Classes Jagadamba Chowk Goli No. 02 Bhagirathi Vihar	Not available	S	Shahdara drain
182.	D 226	SHR12,Drain G0lli No.03 Block E Deepak Tent House Bhagirathi Vihar	Not available	S	Shahdara drain
183.	D 227	New Drain SHR 26,Opp to RS 13 to DS 10 (Ch	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
		B0+890 Johripur on the right bank - 110mtrs near to Kavita Vihar IC			
184.	D 228	SHR 64, Old Seelampur	Not available	S	Shahdara drain
185.	D 229	SHR 79A, Opp Central Poly Clinic Blood Bank 3 Ganga Bihar Karkari Main Road	Not available	S	Shahdara drain
186.	D 230	SHL06, Drain Near Amar Singh House Golli No 07 Nalla Road Pradthan wali Golli EP No BSES KWN WA 65	Not available	S	Shahdara drain
187.	D 231	SHR 41A, Opp Mata Vaishno Devi Mandir Maujpur Chouk Near Police Check Post	Not available	S	Shahdara drain
188.	D 232	SHR57, Old Seelampur	Not available	S	Shahdara drain
189.	D 233	New Drain SHR 19, B/w DS 9 to RS 13 (Ch B1+140) on the right bank 350m behind IC SH R02A Ganga Vihar	Not available	S	Shahdara drain
190.	D 234	SHR 57A, Old Seelampur	Not available	S	Shahdara drain
191.	D 235	SHL74, Shahdara Salimar park extension House no. 51	Not available	S	Shahdara drain
192.	D 236	SH R02 (SHL21 New), Gokulpuri Escape Right	Not available	S	Shahdara drain
193.	D 237	SH L03b SH R42(new), Maujpur Village	Not available	S	Shahdara drain
194.	D 238	SHL08, Drain Drain Opp Shyam Singh Chowhan B 112 Dugarpur Mahalla Johripur	Not available	S	Shahdara drain
195.	D 239	SHL72, Shahdara Salimar Bpark Extension Bholanath Nagar Galli No. 5	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
196.	D 240	SHL75,Azad nagar metro Shahadara Salimar park Extension	Not available	S	Shahdara drain
197.	D 241	SHL88, Gajipur Besides Boosting Pumping station	Not available	S	Shahdara drain
198.	D 242	SHR38A, Moujpur Babarpur Metro Station	Not available	S	Shahdara drain
199.	D 243	SHL02,Drain Opp Golli No. 01 ram Mahall Johripur	Not available	S	Shahdara drain
200.	D 244	SHR 39A, Drain under Moujpur Baparpur Metro Station BOI ATM	Not available	S	Shahdara drain
201.	D 245	New Drain SHR 21,Opp to RS 13 Ch B1+000) on the right bank 700m behind IC SH R02A Ganga Vihar	Not available	S	Shahdara drain
202.	D 246	New Drain SHR 28A,Opp to RS 13 to DS 10 (Ch B0+810 Johripur on the right bank	Not available	S	Shahdara drain
203.	D 247	SHL14,Drain Paruram Chowk Goli No.4 Ganga Vihar	Not available	S	Shahdara drain
204.	D 248	SHL 16,Drain Opp to to Galli No. 1 Ganga Vihar	Not available	S	Shahdara drain
205.	D 249	SH L 17,Drain Opp to to Galli No. 1 Ganga Vihar	Not available	S	Shahdara drain
206.	D 250	SH L 18,Drain Opp to to Galli No. 1 (Ration Shop) Ganga Vihar	Not available	S	Shahdara drain
207.	D 251	SH L 19,Drain Metro Pillar No. 267 Gokulpuri Metro Station Gokulpuri	Not available	S	Shahdara drain
208.	D 252	SHL 62,Kanti Nagar	Not available	S	Shahdara drain
209.	D 253	SHL 63,East Kanti Nagar	Not available	S	Shahdara drain
210.	D 254	SHR 40A, Near Vitor Public School Main Chouk Maujpur	Not available	S	Shahdara drain

S. No	Drain Code	Drain/Inlet location (preferably in lat/long) or landmark	RD of Inlet/Drain	Cat. (L-Large, S-Small)	Outfall into
211.	D 255	SHR 41 , Opp Mata Vaishno Devi Mandir Maujpur Chouk Near Police Check Post	Not available	S	Shahdara drain
212.	AD1	Badhsahpur Drain L1 (Haryana)	Not available	L	NG drain
213.	AD5	Shiv Vihar/ Inderpuri (UP)	Not available	L	Shahdara drain
214.	AD8	Barapulla Drain	Not available	L	Yamuna River

Total: 214

L = 38

S = 176

2. The discharge measurement to be done as per following method:

- The method of discharge measurement i.e. by using V-Notch/Rectangular Weir/Current Meter/Flow Meter etc. shall be decided in consultation with WAPCOS.
- Discharges shall be measured 12 times during the day starting from 8 A.M in an interval of 1 hour.
- The Contractor shall provide proper access to the client for monitoring of discharge measurement works.
- A responsible person from the contractor at site shall accompany the client team for monitoring of discharge measurements at all the locations.
- Flow of the drains at all sections should be properly channelized by placing sand bags as suitable means in appropriate manner so that all the flow passes through the V-notch/Rectangular Weir.
- Removal/clearance of sand bags and other construction materials from the site of after the completion of the work and disposal of the same at a suitable location is the responsibility of contractor.

Annexure-I: Covering Letter

[Bidders are required to submit the covering letter as given here on their letter head]

To,

P.D. Karkhanis,
General Manager, (Env't.)
WAPCOS Limited,
76-C, Sector-18, Gurugram-
122015, Haryana

Sub: Proposal for Selection of Agency for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains.

Sir,

- i. We, the undersigned, having carefully examined the referred Request for Proposal, offer to provide the required services, in full conformity with the said Request for Proposal.
- ii. We have read all the provisions of Request for Proposal and confirm that these are acceptable to us.
- iii. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iv. We agree to abide by this Proposal, consisting of this letter our Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the Request for Proposal and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- v. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
- vi. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- vii. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Yours faithfully

Date

Signature

Annexure-II: Organizational Details

S. No.	Particulars	Details
1.	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates)	
2.	Company Registration Certificate	
3.	Pan Number	
4.	GST Number	

Yours Faithfully,

**(Signature & Seal of the
Bidder)**

Annexure-III: Details of Similar Works Executed During Last 7 Years

S. No.	Name of work	Name of Client	Date of Start	Date of Completion	Consultancy Fee
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Note:

Work Orders for the given projects to be attached along with proofs of completion or completion certificates.

**Signature of the Bidder
With Seal**

Annexure-IV: Financial Status

S. No.	Financial Year	Turnover	Profit / Loss (-)
1	2019-20		
2	2020-21		
3	2021-22		
4	2022-23		
5	2023-24		

Note:

- **Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.**
- **The turnover shall be certified by Statutory Auditor of the firm/company after the date of tender publication. Any such certificate must carry UDIN (Unique document Identification number).**

Signature of the Bidder with Seal

Annexure-V

UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT

Name of work:

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

To,
Chief Engineer L-II (Environment)
WAPCOS Limited,
76-C, Sector-18, Gurugram-122015,
Haryana

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

For_____

Authorized Signatory

Date:

Annexure-VI: Integrity Pact

To,

P.D. Karkhanis,
General Manager , (Environment)
WAPCOS Limited, 76-C, Sector-18,
Gurugram-122015, Haryana

Dear Sir,

I/We acknowledge that WAPCOS LIMITED is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender/Bid document.

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 6 of the 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 LIMITED shall have unqualified, absolute and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/Bid in accordance with terms and conditions of the Tender/Bid.

Yours faithfully,

**Signature of the
Bidder
With Seal**

FORMAT FOR INTEGRITY AGREEMENT (On Non-Judicial Stamp Paper of Rs. 100)

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

BETWEEN

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

AND

.....
(Name and Address of the Individual/firm/Company) through
..... (Hereinafter referred to as the
(Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall
unless repugnant to the meaning or context hereof include its successors and
permitted assigns)

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 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. 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 Head quarters 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:

Annexure-VII
SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

To

WAPCOS LIMITED
Plot No-76 C Intuitional Area Sector-18
Gurugram-122015

Name of the Work: Request for Proposal for Measurement of discharge of various drains out falling in River Yamuna directly and all sub drains out falling in Najafgarh and Supplementary drains”.

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

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

(Signature) For the Bank
(Email id of the bank)

NOTE:

1. Solvency Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure-VIII
Financial Bid Format

[Bidders are required to submit the financial Bid on etenders.gov.in]

All Work to be completed as per the SCOPE OF WORK and DELIVERABLES as described in Tender ,Package-I

S. No.	Items Category Drain (L-Large, S- Small)	Nos.	Amount (Excluding GST)
1.	L- Large drain		
2.	S- small drain		
	TOTAL		

Total Amount Rs. (in words):_____

is excluding GST

**Signature of the Bidder
With Seal**

Annexure-VIII
Financial Bid Format

All Work to be completed as per the SCOPE OF WORK and DELIVERABLES as described in Tender

S. No.	Items Category Drain (L-Large, S-Small)	Nos.	Amount (Excluding GST)
1.	L- Large drain		
2.	S- small drain		
	TOTAL		

Total Amount Rs. (in words):_____

is excluding GST

**Signature of the Bidder
With Seal**