TENDER DOCUMENT

FOR

Analysis of water and soil samples and monitoring Ambient Air and Noise Quality for various Environment Impact Assessment (EIA) projects of WAPCOS Chennai project office

Tender No.WAP/ENVT/CH/Baseline data collection/2024/1



जल शक्ति मंत्रालय (A Government of India Undertaking) Ministry of Jal Shakti

Team Leader (SEZ), WAPCOS Ltd. No.990, Ground Floor, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101 Telephone: 044-26541374

Email: chennaienvt@wapcos.co.in

SECTION - I NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

WAPCOS LIMITED invites online tender on a short term basis on Least Cost Based Selection Mode (LCBS) from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document for the work as per the following details:

The tenders shall be available in website www.wapcos.co.in, GeM Portal (https://gem.gov.in) on dates as mentioned below. Bids to this tender will be accepted only through ONLINE mode through the website GeM Portal. No other mode of bid will be considered and accepted.

Tender No	WAP/ENVT/CH/Baseline data collection/2024/1			
Tender Invitation date	13/09/2024			
Name of Work	Analysis of water and soil samples and monitoring Ambient Air and Noise Quality for various Environment Impact Assessment (EIA) projects of WAPCOS Chennai project office			
Location	Tirunelveli, Kanyakumari and Tenkasi Districts of Tamil Nadu			
Estimated Cost of Project	Rs. 16,00,000 + GST (Rupees Twelve Lakhs Only + GST)			
Employer	WAPCOS LIMITED			
Owner/Client	Water Resources Department (WRD), GoTN			

Eligibility Criteria	i) The Bidder must be a Reputed, Resourceful and
	Experienced Company/ Firm/ Partnership Firm /
	Proprietary Firm in India and shall operate in
	conformity with the provisions of laws in India.
	ii) The Bidder must possess valid License, GST
	Registration Certificate, PAN card and Company
	Registration Certificate.
	iii) The Average annual financial turnover should be at least 50% of the estimated cost of work during
	the immediate last 3 consecutive financial years
	ending 2023-2024. This should be duly audited by
	the Chartered Accountant doing Statutory Audit.
	iv) Audited Balance Sheet for 5 (Five) years ending
	financial year 2023-24 are to be enclosed. The
	turnover certificate and Balance Sheet shall be
	certified by Chartered Accountant (CA) and any
	such certificate must carry UDIN. The Placklisting Policy of the company is available on
	v) The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder /
	tenderer / consultant / contractors have to
	mandatorily furnish an undertaking addressing the
	same to Engineer-in-Charge in the form of certificate
	to abide the contents of Blacklisting Policy The
	format of undertaking is provided at Annexure- VIII.
	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.
	Further, the bidder must not have been blacklisted/ de- registered/ debarred by any government
	department/ public Sector undertaking/ private
	Sector/ or any other agency for which the bidder has
	executed/ undertaken the works/ services during the
	last 5 years.
	vi) 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.
	(a) 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.

One similar completed work costing not less than 80% of the estimated cost of work

or

Two similar completed work costing not less than 50% of the estimated cost of work

or

Three similar completed work costing not less than 40% of the estimated cost of work

Similar works means "Analysis of water and soil samples and monitoring Ambient Air and Noise Quality for various projects"

- (b) The bidder should have completed atleast one similar work in India for Central Government/ State Government/ Central Government or State Government Public Sector Undertaking in past 7 years. Necessary completion certificate / along with work order from the executing authority / client is to be produced in support of the above criteria.
- **(C)** The bidder should have a laboratory accredited to NABL or having GLP Certification and recognized by SPCB/CPCB/ MOEF for analysis of water and soil samples and monitoring Ambient Air Quality
- vii) A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank shall be submitted.

Notes:

- The past experience in similar nature of work should be supported by certificates issued by the client's organization. The bidder's shall submit Completion Certificate(s)/ LOI(s)/ Work Order(s) from respective Owner(s)/ Client(s). The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.
- The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.
- The value of the work given in NIT is without GST / Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes.

	 For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done. Detailed methodology along with equipment (including their specifications) proposed for this project to be submitted. The bidder is required to submit the names and bio-data of all the experienced technical personnel proposed to be deployed for the work together with the estimated man-month effort expected to be contributed by each person. Minimum of 1 Nos of manpower should be deployed at each Site / project. Manpower: Minimum of one engineer with Master's Degree in Environment Engineering / Sciences with min 5 years' experience in similar works.
Joint Venture	Joint Ventures of bidders is not allowed.
Tender processing fee	Rs.1,500/- (Rupees One Thousand and Five Hundred Only) as Tender processing fees in the form of Demand Draft from a Scheduled Commercial Bank/ Nationalised Bank in favour of WAPCOS LIMITED payable at Chennai, Tamil Nadu. Note: The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of Tender processing fee of WAPCOS.
Earnest Money Deposit (EMD) / Bid Security	Bidders shall submit a 'Bid Security' of <i>Rs.32,000/-(Rupees Thirty Two Thousand Only)</i> in form of Demand Draft from a Scheduled Commercial Bank/Nationalised Bank in favour of WAPCOS LIMITED payable at Chennai, Tamil Nadu. Note: The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of EMD/Bid Security of WAPCOS.

Solvency Certificate	A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per Annexure – XIV: Note: Certificate should be strictly as per the format provided in Annexure – XIV Certificate must have been issued after the publishing of original NIT and be addressed to tendering authority quoting the name of the work.
Offer Validity	90 days from the last date of submission of Bid
Time for Completion of Work	45 days from the Date of Award of Work
Date of start of work	Within 7 days of issuance of LoA
Site Visit	Site visit is not mandatory. However, for actual understanding of site conditions and working season, bidders are advised to conduct visit or gather information about the project area. In no case, extension of time for completion of services shall be granted on account of the same.
Website for Viewing Tender	www.wapcos.co.in and https://gem.gov.in
Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	GeM Portal (https://gem.gov.in)
Request for participation in pre-bid meeting through video Conferencing	-
Last date of Clarifications Pre-Bid Meeting through video Conferencing	-

Last date & time for Offline Submission of Original Technical document, Tender Fees, EMD Declaration, etc. as	04/10/2024 upto 3.00 pm (The bids submitted online only will be considered for evaluation)
Last date & time for Online submission of Technical & Financial Bid.	04/10/2024 upto 3.00 pm As per the condition of GeM, the bidder must officially procure/download the tender documents from the GeM portal https://gem.gov.in in order to bid before the date and time given for procurement.
Date & Time of opening of Technical Bid	04/10/2024 at 3.30 pm
Date & Time of opening of Financial Bid	Shall be intimated to all the technically responsive bidders after evaluation of the Technical Bid
Contact Information/ Offline Submission of Technical document, Tender Fees etc. as detail in Tender document, Tender Fees etc. as detail in Tender	Team Leader (SEZ), WAPCOS Ltd. No.990, Ground Floor, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101 Email: chennaienvt@wapcos.co.in . (The bids submitted online only will be considered for evaluation)

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. The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for dates/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, terms and conditions shall be available in the Tender Document. The tender has to be submitted online on website https://gem.gov.in.

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

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

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above.

Team Leader (SEZ), WAPCOS Ltd. No.990, Ground Floor, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101 Email: chennaienvt@wapcos.co.in.

SECTION – II INSTRUCTION TO BIDDERS

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.	Modul e	Link for Training Module			
1	Introduction to Seller/Service Provider Functionality	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Intr oduction-Seller-Functionality-v1-1652261184.pdf			
2	Seller/Service Provider Registration Using PAN	Using PAN https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Sell er-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Sell er-Registration-Using-Adhaar-v1-1652261280.pdf			
3	Profile Updation (Seller/Service Provider)	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Sell er-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf			
4	Secondary User Creation	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Sec ondary-User-Creation-Seller-v2-1652261408.pdf			
5	Overview of Dashboard – Seller/Service Provider	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Sell er-Dashboard-v2-1652261449.pdf			
6	Vendor Assessment	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Ve ndor-Assessment-Approved-16th-Feb-2022-1657021088.pdf			
7	Bid Participation Services	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Bid -Participation-Services-v2-1652262839.pdf			
8	Earnest Money Deposit (EMD) Process	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/EM D-Requirements-Seller-v1-1652262911.pdf			
9	Bill of Quantities [BoQ] – Seller	https://assetsbg. gem.gov.in/resources/upload/shared_doc/training_content/Ite m-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 general may be directed to the 24x7 GeM Portal Helpdesk.
- 3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436 (9:00 am 10:00 pm Mon to Sat)

Mail: helpdesk-gem@gov.in

4) Helpdesk Outbound No's: 07556681401, 07556685120, 01169095625

3. OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

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

- Technical Qualification Documents in original as mentioned in "Section-III -Selection and Qualifying Criteria"
- All Copies of originals should be notarized by notary.
- Original Signed Tender Document fee in the form of DD or RTGS/ NEFT & EMD in the form of the form of DD/BG/Insurance Surety Bonds in favor of "WAPCOS Limited" payable at Chennai issued by a Scheduled/Nationalized bank.
- Pass Phrases (Separate envelops for Technical Bid) as per attached formats.
- Financial Bid Should not be submitted offline.

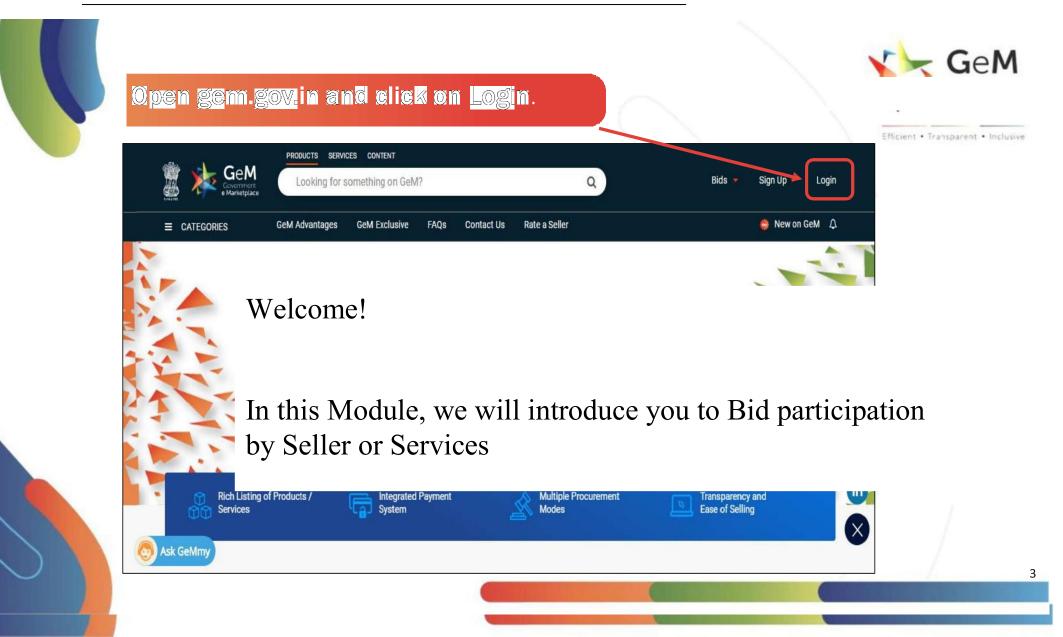
4. MINIMUM REQUIREMENTS AT BIDDER'S END

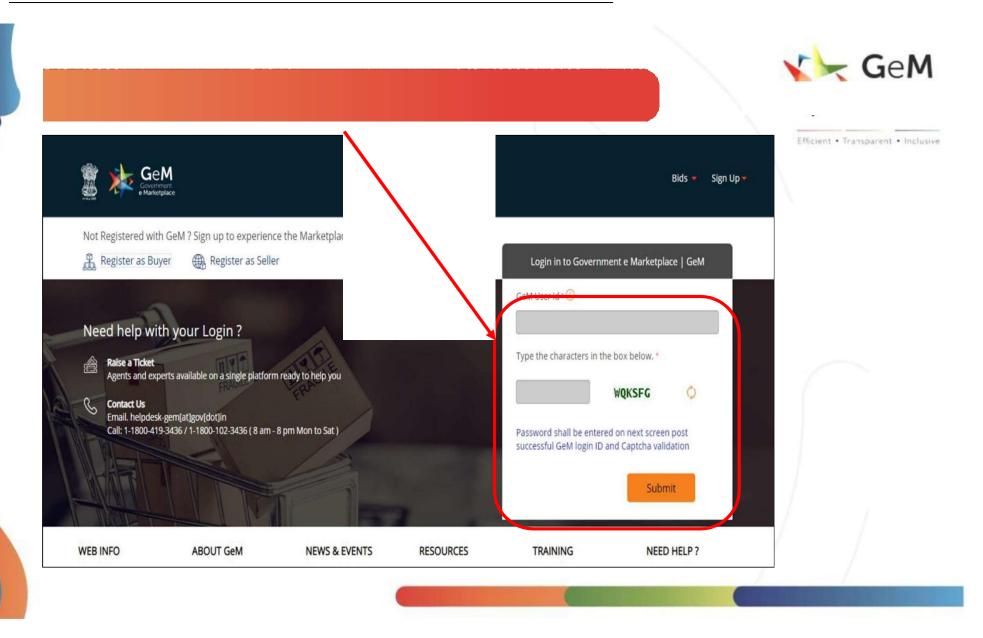
Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity.

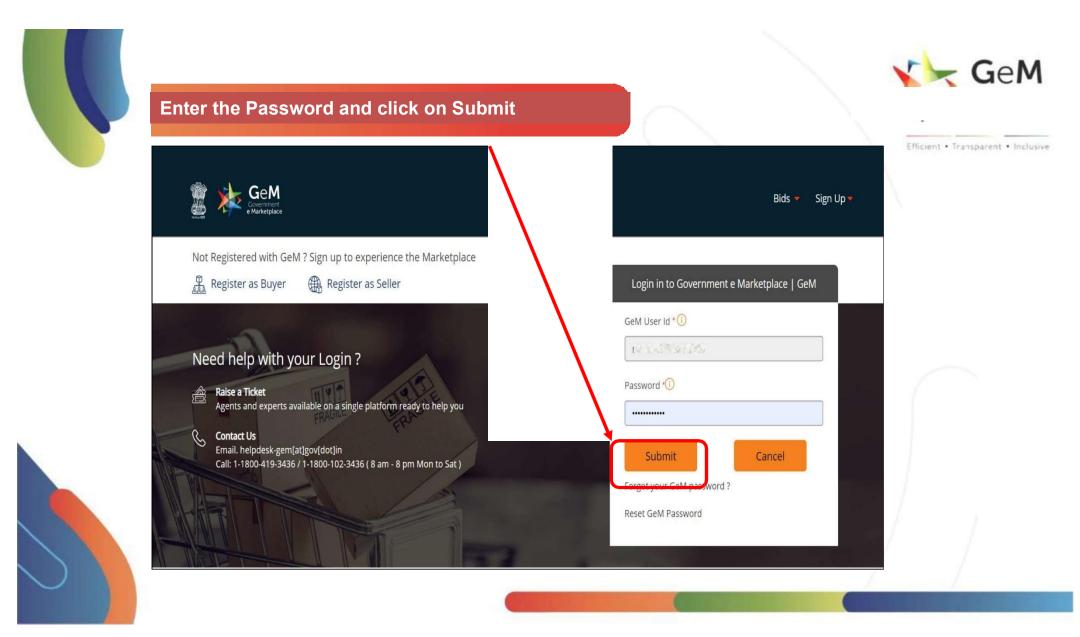
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

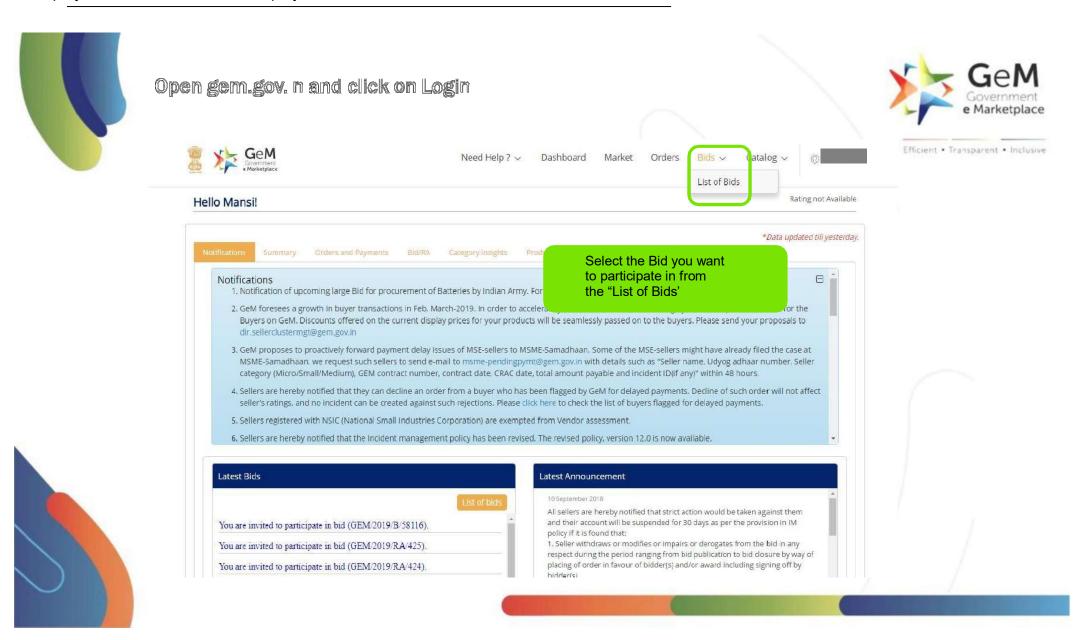
5. BID PARTICIPATION SERVICES ON GEM PORTAL

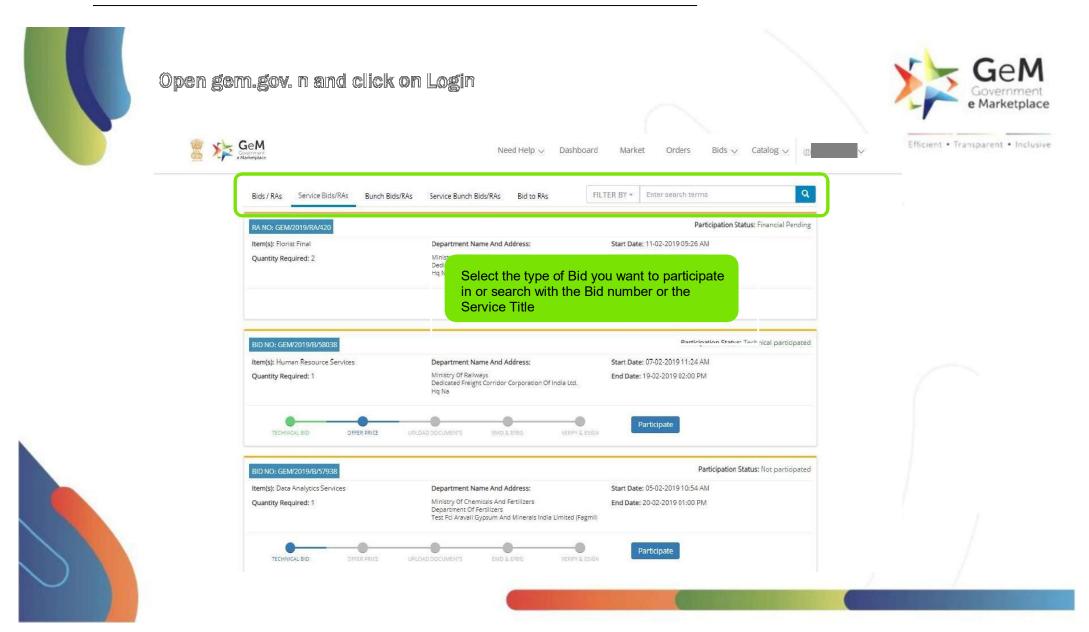












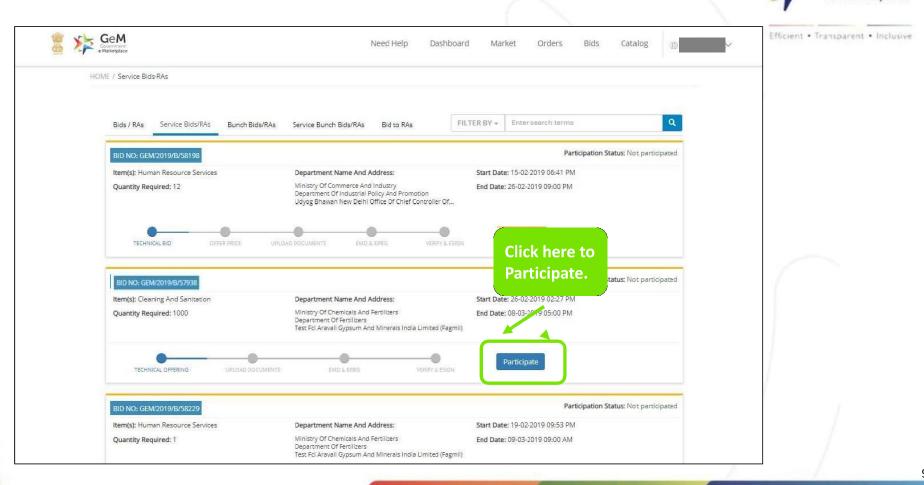
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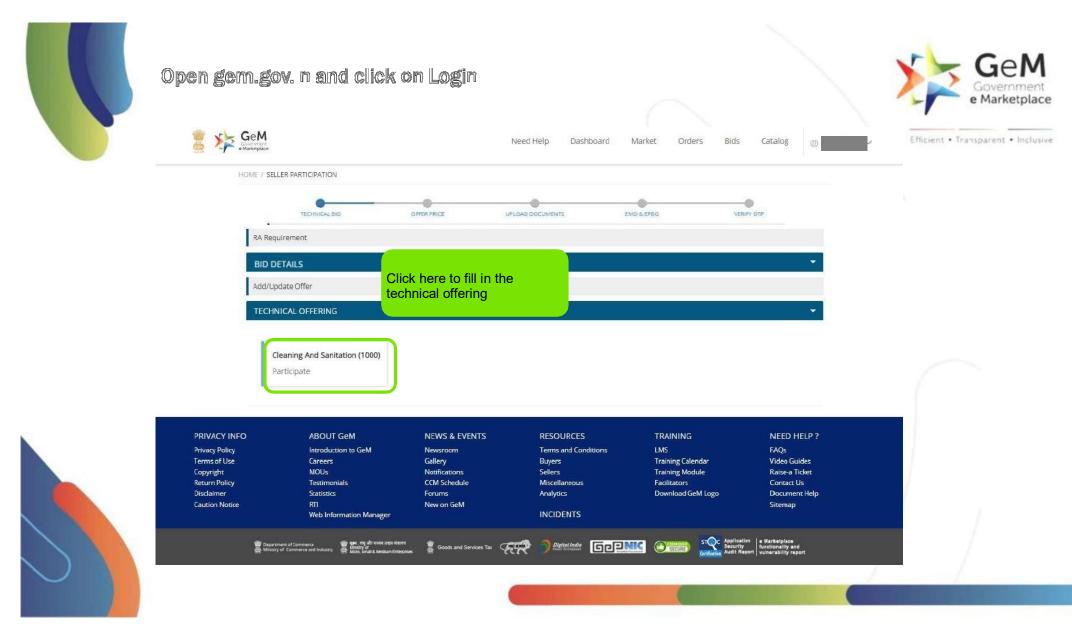


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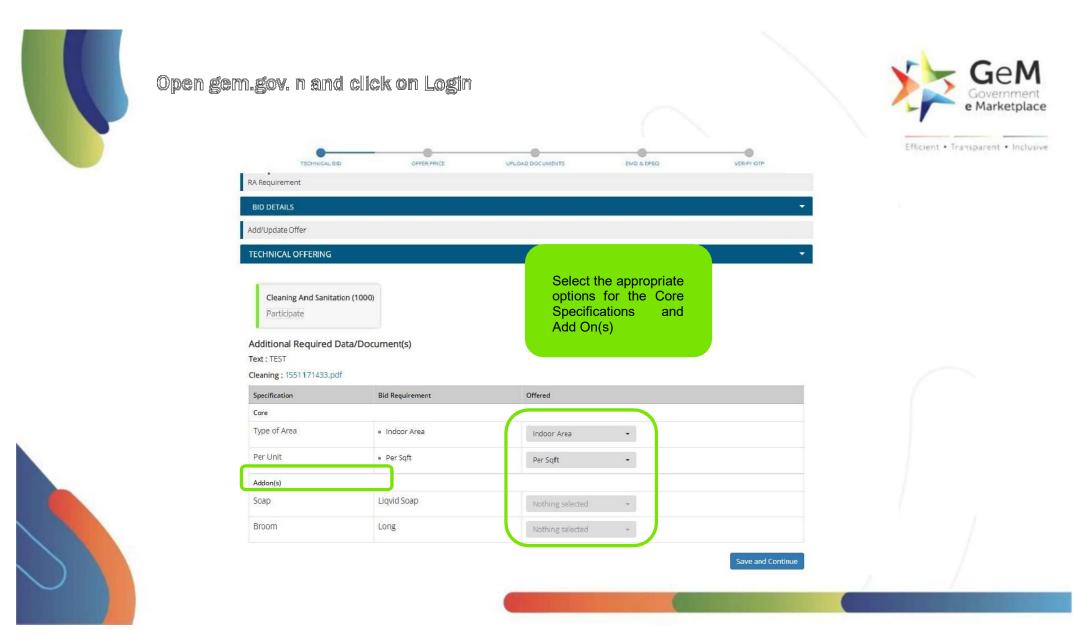


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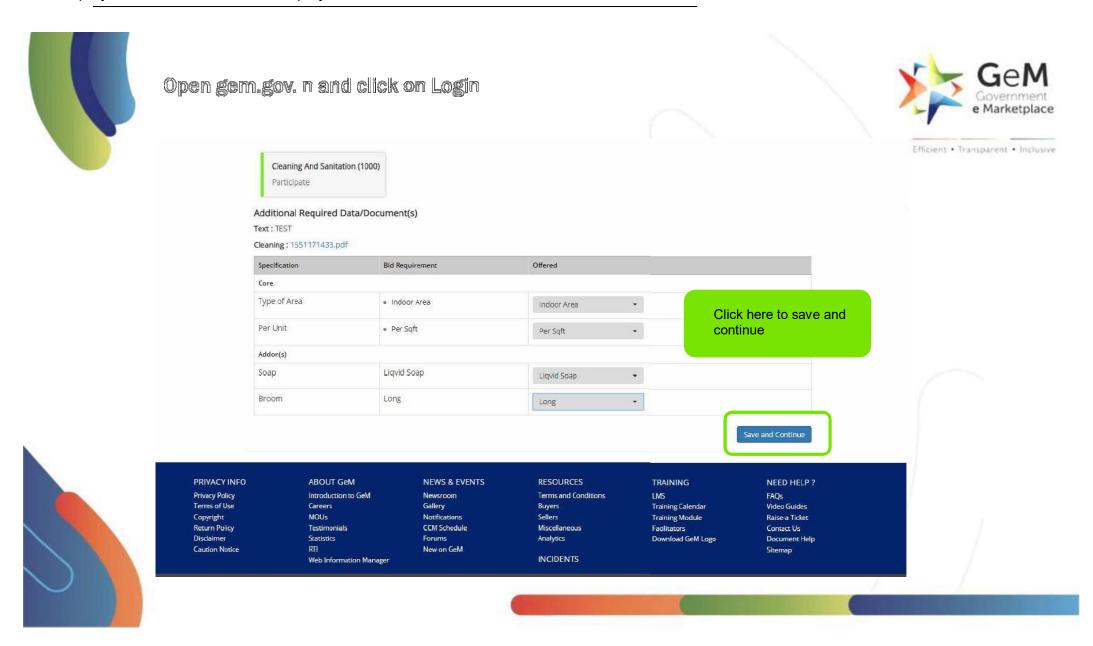




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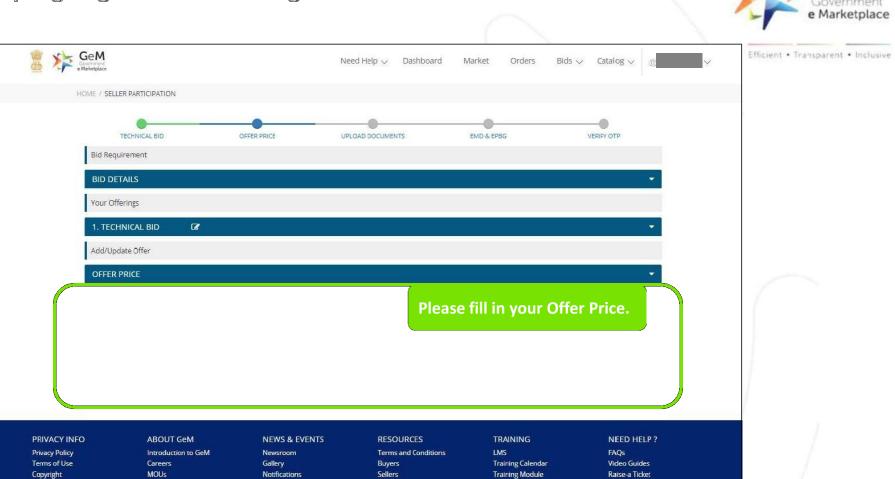


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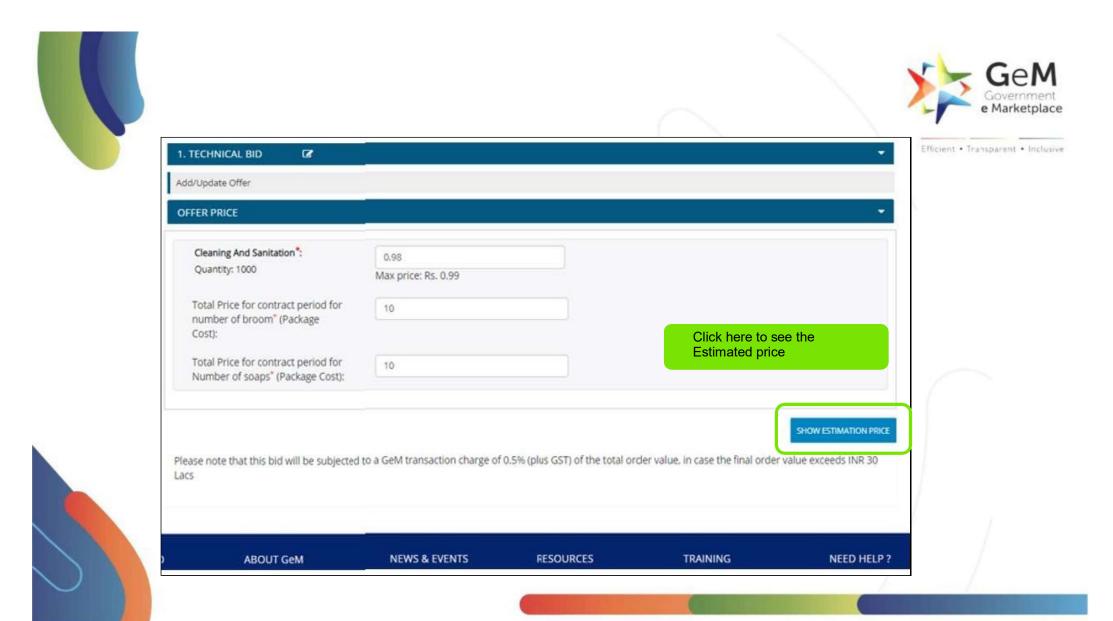




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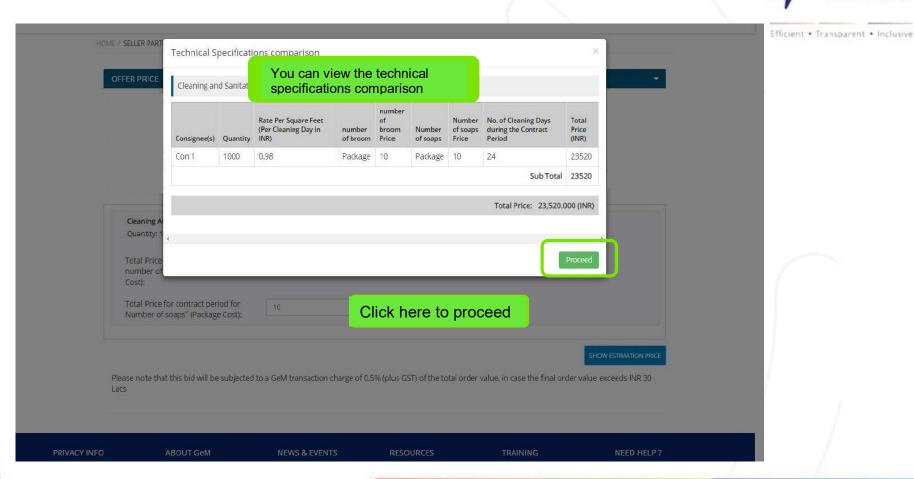


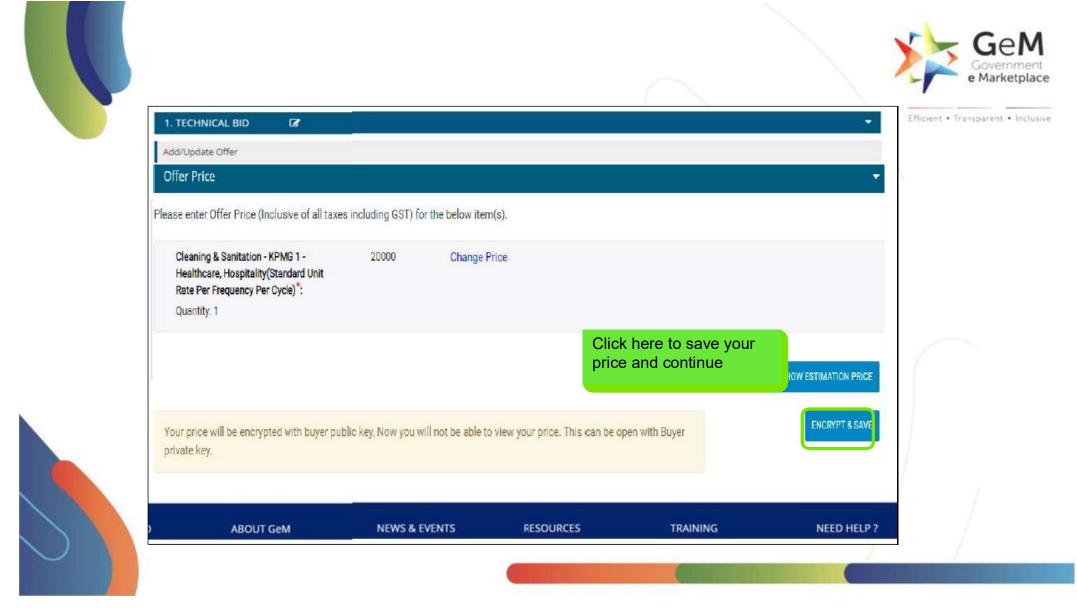
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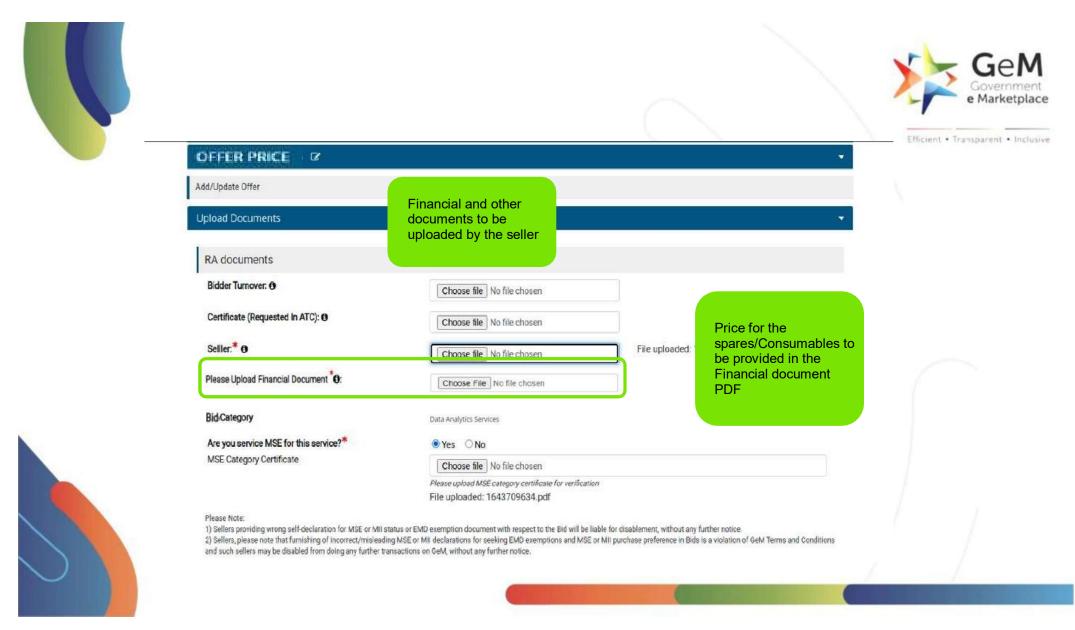








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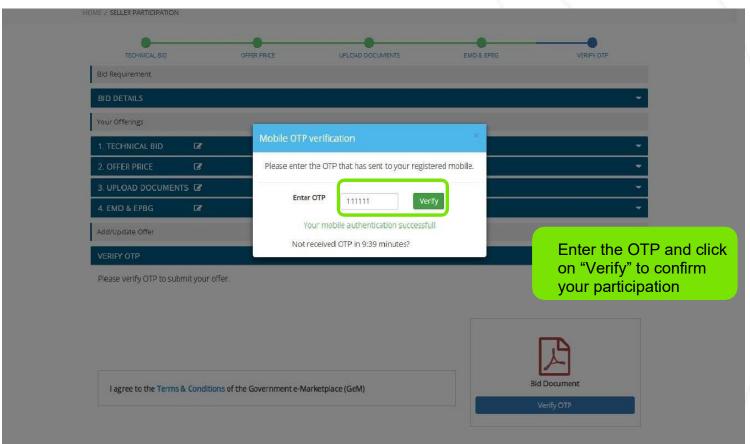




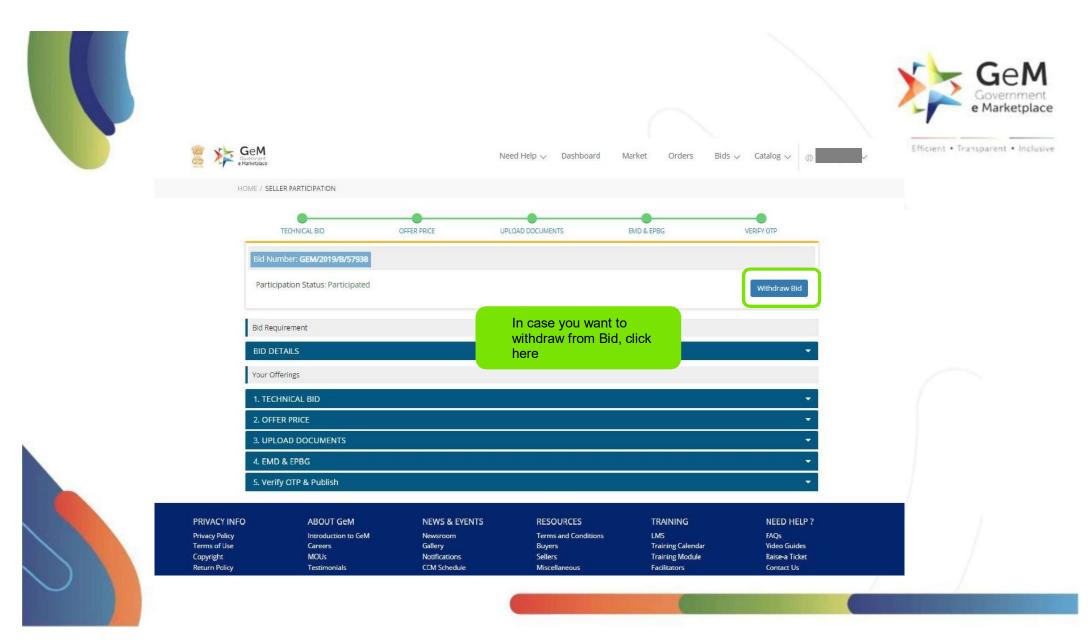




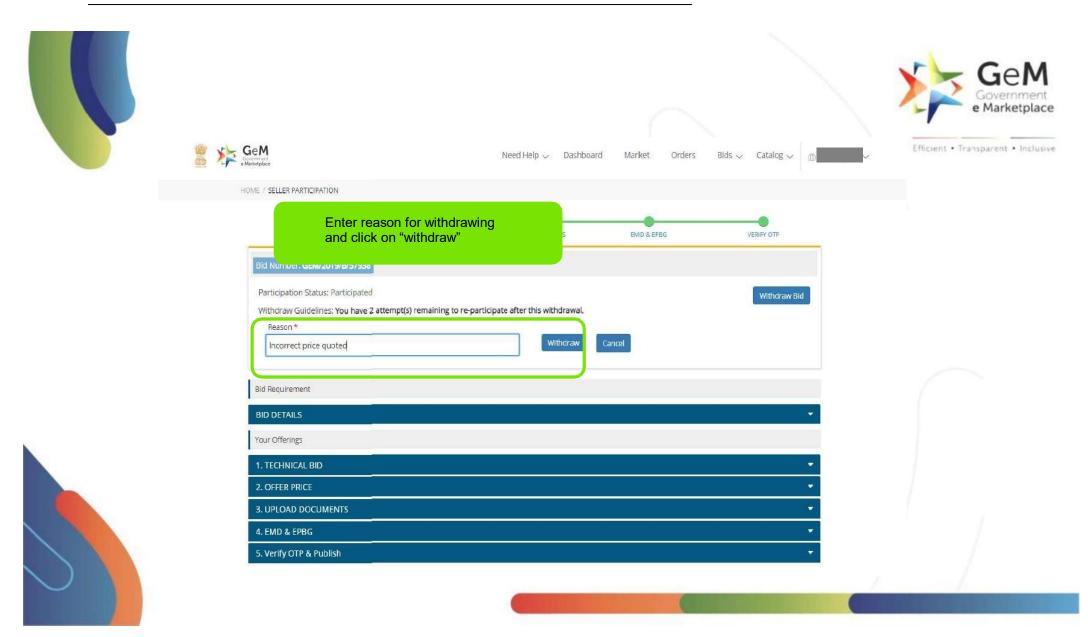


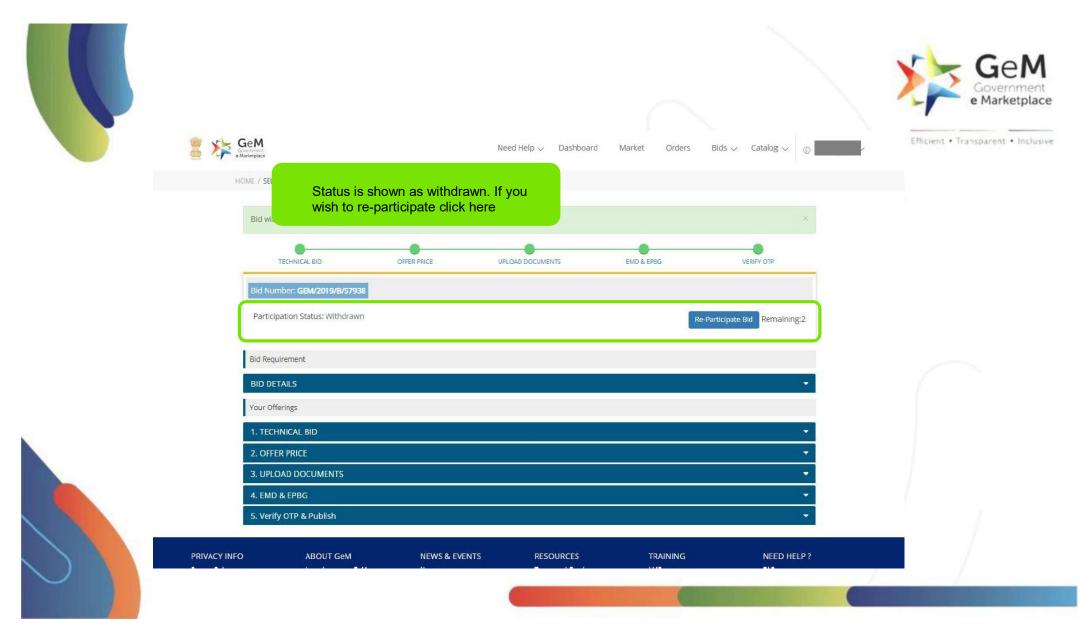






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SCOPE OF WORK OF THE PROJECT

1.0 INTRODUCTION

WAPCOS Limited, A Government of India Undertaking under the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation is involved in various Environment Impact Assessment studies in the state of Tamil Nadu. As a part of these EIA studies water and soil samples have to be analyzed for various physico-chemical parameters and carry out Ambient Air and Noise Quality Monitoring.

Currently 8 projects of Formation of reservoirs etc. are ongoing and the details are as follows. The sampling / monitoring shall be carried out within 10km buffer of the proposed project location.

Sl.No	Name of Project	Location (approx.)
1.	Environment Impact Assessment studies and clearances for	8°17'27.70"N
	construction of diversion weir across Nambiyar river and excavating	77°48'6.20"E
	a new canal to divert flood water to kuttam and around areas in	
	Thisaiyanvilai Taluk in Tirunelveli district of Tamil Nadu	
2.	Environment Impact Assessment studies and clearances for	8°19'43.30"N
	formation of reservoir across Ulakkaruvair in Azhagiapandipuram	77°27'15.20"E
	village for feeding Thovalai channel of Kodayar system in	
	Kanyakumari district of Tamil Nadu	0027122 00UNI
3.	Environment Impact Assessment studies and clearances for formation of reservoir across Vallimalai Odai near Therkku	8°37'32.80"N
	Veeravanallur Village of Cheranmahadevi Taluk in Tirunelveli	77°30'49.10"E
	District of Tamil Nadu	
4.	Environment Impact Assessment Studies and Clearances for	8°43'42.50"N
	Formation of reservoir across Koraiyar River in	77°21'19.70"E
	Vickramasingapuram Village of Ambasamudram Taluk in	,,, 21 13,,, 0 2
	Tirunelveli District	
5.	Environment Impact Assessment Studies for Formation of reservoir	9°11'33.50"N
	across Valamalayar in Melapuliyangudi Village in Kadayanallur	77°21'4.60"E
	Taluk of Tenkasi District	0040442 20427
6.	Environment Impact Assessment studies and obtaining clearances	8°19'43.30"N
	for the scheme of formation of reservoir across Thadavaiyar River	77°27'15.20"E
7.	in Gnalam Village of Thovalai Taluk in Kanyakumari District Environment Impact Assessment studies and its clearances for the	8°29'47.76"N
/ ·	excavation of byepass channel from Nanguneriankal to feed 46	77°38'49.09"E
	tanks below Nanguneri Big tank including widening of Nanguneri	// 30 49.09°E
	canal in Nanguneri Taluk in Tirunelveli District	
8.	Construction of Barraige across River Cauvery at 250m downstram	10°57'44.5"N
	of existing Kattalai Bed Regulator in Mayanur Village of	78°13'57.7"E
	Krishnarayapuram Taluk in Karur District	

2.0 SCOPE OF WORK

WAPCOS is inviting Quotation only from the laboratories accredited to NABL or having GLP Certification and recognized by SPCB/CPCB/MoEF to carry out analysis of Water and Soil Samples and carry out Ambient Air and Noise Quality Monitoring. The parameters to be analysed are as follows:

Parameters

A. Soil Sample Analysis

p^H, Electrical Conductivity, Available Nitrogen, Bulk Density, Porosity, Organic Matter, Cation Exchange Capacity, Available Moisture Content, Available Potassium, Available Phosphorus, Organic Carbon, Particle size analysis, Soil Texture, Sodium, Magnesium, Calcium, Chlorides, Exchangeable Sodium Percentage, Lead, Copper, Cadmium, Hexavalant Chromium, Mercury

B. Water Sample Analysis

p^H, Temperature, Suspended Solids, Electrical Conductivity, Turbidity, Total Dissolved Solids, Total Alkalinity, Total Hardness, Chlorides, Sulphates, Nitrates, Fluorides, Phosphates, Calcium, Magnesium, Sodium, Potassium, Iron, Manganese, Silica, Chromium, Lead, Copper, Cadmium, Hexavalant Chromium, Total Chromium, Mercury, Zinc, Arsenic, Phenolic compounds, Dissolved Oxygen, BOD, COD, Total Coliform, Oil & Greece, Cyanides, Nitrogen Ammonia, Fecal Coliform

C. Ambient Air Quality

PM₁₀, PM_{2.5}, SO₂, NO₂, O₃, Pb, CO, NH₃, C₆H₆, Benzo Pyrene (BaP), Ar, Ni (as per NAAQS 2009)

D. Ambient Noise Quality

Hourly Noise levels, Leq Equivalent noise levels of day and Night

The water and soil samples have to be collected and analysed as per methods specified by relevant Indian Standards Methods. If the same is not available International method should be used.

The ambient air quality monitoring is to be conducted around the proposed project site. The exact location of sampling stations will be fixed in consultation with WAPCOS representative. The sampling is to be done for consecutive 4 weeks at 4 (Four) stations. The frequency of sampling at each station shall be twice a week for 4 consecutive weeks for one season. Thus, ambient air quality survey is to be carried out for one seasons {4 stations * 2 days/week * 4 weeks} (total – 32) for each project. The ambient Noise quality monitoring is to be conducted around the proposed project site for a period of 24 hours.

3.0 PHOTOGRAPHS

Site Photographs of sampling locations and analysis Photographs should be included in the report. The photographs should be taken at all the activities during the Survey and all the photographs should be submitted in Soft copy.

4.0 PERIOD OF COMPLETION

The completion period of the assignment shall be 45 days from the date of issue of Letter of Award by WAPCOS.

5.0 ELIGIBLE BIDDERS

- a) The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm/ Partnership Firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- b) The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate.
- The Average annual financial turnover should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2023-2024. This should be duly audited by the Chartered Accountant doing Statutory Audit. Audited Balance Sheet for 5 (Five) years ending financial year 2023-24 are to be enclosed. The turnover certificate and balance sheets shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN.
- d) The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder / tenderer / consultant / contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy The format of undertaking is provided at Annexure-VIII. 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. Further, the bidder must not have been blacklisted/ de- registered/ debarred by any government department/ public Sector undertaking/ private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last 5 years.
- e) 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.
- f) (a) 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.

One similar completed work costing not less than 80% of the estimated cost of work

or

Two similar completed work costing not less than 50% of the estimated cost of work

or

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Similar works means "Analysis of water and soil samples and monitoring Ambient Air and Noise Quality for various projects"

- **(b)** The bidder should have completed at least one similar work in India for Central Government/ State Government/ Central Government or State Government Public Sector Undertaking in past 7 years. Necessary completion certificate / along with work order from the executing authority / client is to be produced in support of the above criteria.
- (C) The bidder should have a laboratory accredited to NABL or having GLP

Certification and recognized by SPCB/CPCB/ MOEF for analysis of water and soil samples and monitoring Ambient Air Quality

viii) A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank shall be submitted.

Notes:

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- The value of the work given in NIT is without GST / Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes.
- For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done.
- Detailed methodology along with equipment (including their specifications) proposed for this project to be submitted. The bidder is required to submit the names and bio-data of all the experienced technical personnel proposed to be deployed for the work together with the estimated man-month effort expected to be contributed by each person. Minimum of 1 Nos of manpower should be deployed at each Site / project.
- Manpower: Minimum of one engineer with Master's Degree in Environment Engineering / Sciences with min 5 years' experience in similar works.

6.0 NO. OF BID PER BIDDER

Each Bidder shall submit only 1 (one) Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

7.0 **JOINT VENTURE**

Joint venture is not allowed

8.0 SITE LOCATION AND SITE VISIT

The proposed location are given in Introduction of this section. For actual understanding of site conditions, bidders are advised to conduct visit to the project site at the proposed

sites at its own cost.

The bidder shall satisfy regarding all aspects of site conditions of the Locations 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.

9.0 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.

II. BIDDING DOCUMENTS

10.0 CONTENTS OF BID DOCUMENTS

The bid documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- i. Notice Inviting Tender (NIT)
- ii. Instructions to Bidders (ITB)
- iii. Conditions of the Contract (GCC)
- iv. Annexures
- v. Financial Bid
- vi. Any other document as forming part of the Contract.

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of Bid submission will be at Bidders own risk. Bids which are not substantially responsive to the requirement of the bidding document will be rejected.

11.0 CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify **Team Leader (SEZ),** WAPCOS Limited who will respond to any request for clarification, if necessary. The queries may be sent to: chennaienvt@wapcos.co.in.

12. 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. Any corrigendum/addendum/errata/status in respect of the above tender shall be made available only at our official website www.wapcos.co.in

and GeM Portal. Hence prospective bidders are advised to visit WAPCOS and Gem website regularly for above purpose.

III. PREPARATION OF BIDS

13. 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.

14. DOCUMENTS COMPRISING THE BID

The Bid to be prepared and submitted by the Bidder for consideration shall comprises of the following:

- i. Notarized Power of Attorney on Rs. 100 non-judicial stamp paper from the Bidder in respect of Authorized Signatory for the Bid.
- ii. Bid Processing Fee.
- iii. Earnest Money Deposit (EMD)/Bid Security as per Annexure-IV.
- iv. Certificate of registration/ Incorporation Certificate.
- v. Documents for GST Certificate, PAN.
- vi. Audited Balance Sheets for the last five years as a proof of turnover and profit details.
- vii. Information to be provided by the Bidder as per Annexure-I.
- viii. Bid Acceptance Letter as per Annexure-II.
 - ix. Bidders' Organization Details as per Annexure-III
 - x. Details of Similar Works Completed as per Annexure-V.
 - xi. Details of Financial Status of the organization certified by Chartered Accountant as per **Annexure-VI**.
- xii. List of Survey Equipment Available with the Firm and Proof of Ownership/ Lease Annexure- VII.
- xiii. Letter of Undertaking for Blacklisting as per Annexure-VIII.
- xiv. Letter of Undertaking of Understanding of the Project Sites as per Annexure-IX.
- xv. Letter of No Deviation Certificate as per Annexure-X.
- xvi. Details of Litigation History, Liquidity Damages, Disqualification as per Annexure-XI.
- xvii. A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per **Annexure-XIV**.
- xviii. Integrity Pact as per Annexure –XV.
- xix. Price Schedule as per Annexure –XVI.
- xx. Duly signed/initialed copy of the RFP document along with all the corrigenda/addenda by the authorized signatory.

Note: The authorized signatory of the selected bidder shall initial all pages of the hard copy of the Technical Proposal.

15. BID PRICES

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in ITB Clause-3 and its sub-clauses based on the prices submitted by the Bidder as per the Financial Bid as per Annexure-XVI.

16. CURRENCY OF BID AND PAYMENT

The payment shall be made in **Indian Rupees** only.

17. BID VALIDITY PERIOD

- i. Bids shall remain valid for acceptance for a period of **90 days** (**Ninety days**) from the date of submission of bid.
- ii. The last date for submission of bid shall be reckoned from the last extension of bid, if any.
- iii. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax or by e-mail. A bidder agreeing to the request will not be required/nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

18. BID SECURITY AND BID PROCESSING FEE:

- Earnest Money Deposit (EMD) of Rs.32,000/- (Rupees Thirty Two Thousand Only) in the form of DD/BG/Insurance Surety Bonds in favor of "WAPCOS Limited" payable at Chennai issued by a Scheduled/Nationalized bank.
- Bid processing fees of Rs.1500/- (Rupees One Thousand Five Hundred Only) as Tender processing fees in the form of Demand Draft in favor of WAPCOS Limited Payable at Chennai
- The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of Tender Processing Fee/EMD/Bid Security of WAPCOS.

19. BIDDING CONDITION

The Bidder shall submit offers which comply fully with the requirements of the Bid document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

20. FORMAT FOR SUBMITTAL

Format for submittal of related information for Bid shall be as per the Annexure of Section-IV and shall be strictly adhered to.

IV. SUBMISSION OF BIDS

21. SUBMISSION OF BID

The Bidder shall submit the bid electronically, through the <u>Gem Portal</u>. The Technical Bid shall also be submitted physically (1 Original) at the address mentioned in NIT however Financial Bid shall be submitted online only.

This tender/ Bid shall follow a **SINGLE STAGE TWO ENVELOPE BID SYSTEM** i.e. Technical Bid and Financial Bid as given below:

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 14 and Bid Security as per clause 18 of ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

- Documentary evidence of having deposited the cost of bid document and Bid Security or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii. All duly filled signed forms and Annexure as per Tender documents.
- iii. All the necessary documents required for evaluation of the bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in **Annexure-XVI of Section - IV** of Bid document in item rate. Financial Bid shall be uploaded on **Gem Portal** only as per given format of NIT/excel uploaded on the E - tendering portal. **No hard copy of Financial Bid needs to be submitted.**

The bidders are advised to submit complete details with their bids. In case of discrepancy between hard copy and soft copy, the technical bid evaluation will be done on the basis of documents uploaded on E - tendering portal by the bidders. The information submitted in the prescribed proforma Bids with Incomplete/Ambiguous information will be summarily rejected.

22. BROAD OUTLINE OF ACTIVITIES FROM BIDDER'S PERSPECTIVE:

i. Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through Gem

<u>Portal</u>. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Bidders can refer to bidder's manual kit of <u>Gem Portal</u> where in various manuals are provided related to registration, document uploading and online e-bid submission.

23. DEADLINE FOR SUBMISSION OF BIDS

WAPCOS may, at its discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

24. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to WAPCOS.

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid in accordance with ITB Clause 23.

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in suspension of from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

25. BIDDING DOCUMENTS

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

26. WAPCOS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

WAPCOS reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for WAPCOS's action.

V. BID OPENING AND EVALUATION

27. BID OPENING

WAPCOS shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. WAPCOS will open the Bids in the presence of Bidders' representative who wish

to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

28. EVALUATION OF BID

WAPCOS reserves the right to reject the bid under any of the following circumstances:

- i. Bid is incomplete and/ or not accompanied by all required documents.
- ii. Bid is not in conformity with the terms and conditions of tender document.
- iii. Specifications stipulated in Technical Specifications are not met by the bidder.

The Method of Selection shall be Least Cost Based Selection. The lowest Financial Bid so opened shall be awarded the work (L-1 Bidder).

29. SHORTFALL DOCUMENTS

WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. These documents shall not be relating to submission of EMD or Tendering fees. 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.

30. 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. Any effort by a Bidder to influence WAPCOS in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of his Bid.

31. CLARIFICATION OF BIDS

To assist in the examination, comparison and evaluation of Bid, WAPCOS may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

32. DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bid it will be determined whether each Bid:

- i. Has been properly signed.
- ii. Is accompanied by required securities.
- iii. Is substantial responsive to the requirement of Bidding document.
- iv. Provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i. Affects in any substantial way the quality or scope of the work.
- ii. Limits in any substantial way the scope of work
- iii. Is inconsistent with the Bidding document
- iv. Affects unfairly the competitive position of other Bidder.

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

33. CORRECTIONS OF ERRORS IN BIDS

Bids will be checked for any arithmetical error and will be corrected by WAPCOS irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the EMD will be forfeited.

34. EVALUATION AND COMPARISON OF BIDS

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- i. Making any correction for errors.
- ii. Making an appropriate adjustment for any discount and

WAPCOS reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to WAPCOS shall not be taken into account in Bid evaluation.

VI. AWARD OF CONTRACT

35. AWARD CRITERIA

WAPCOS will award the Contract to the Bidder on Least Cost based Selection (LCBS).

36. NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity prescribed by WAPCOS or any extension thereof, WAPCOS will notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted. This "Letter of Award" shall contain the consultancy fee quoted by the Bidder and accepted by WAPCOS payable to the successful bidder in consideration of the completion of the Contract by the successful Bidder prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price"). The notification of Award will constitute the part of the Contract agreement.

37. SIGNING OF THE CONTRACT

Within **3** (**Three**) days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the Project Manager (PH&IW), WAPCOS Ltd., 1st Floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101 for signing of the Contract Agreement as per **Annexure-XIII**. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

38. PERFORMANCE SECURITY

Within 7 (Seven) days of the receipt of the notification of Award from WAPCOS, but not later than the date of the signing of the Agreement, the successful Bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of 3% (Three percent) of the Contract Price in accordance with the Conditions of the Contract.

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized Indian bank drawn in favour of WAPCOS LIMITED payable at Chennai. The Bank Guarantee shall be on the Performa given in **Annexure-XII of Section-IV**. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

39. DELIVERABLES

All the data and Reports shall be submitted in hard copy as well as soft copy for the following activities as given below:

Sl.No	Ac	Deliverable	Timeline
1.	On completion of water, soil sample analysis and air and Noise quality monitoring and submission of Draft Report	_	On or before 40 days from the award of work
2.	On submission and acceptance of final Report	3 copies	45 days from the commencement of Work or One Week upon receipt of comments on Draft report

40. TIME SCHEDULE

- 1. The period of assignment shall be 45 **days** from the date of issue of Letter of Award by WAPCOS
- 2. The bidder shall start the work within 7 days from the issue of Letter of Award.
- 3. In the event of any delay in, a penalty of 0.5% of the contract value, per week shall be charged subject to the maximum of 10 (ten)% of the contract value. The contract may be terminated on accumulation of the maximum amount.
- 4. WAPCOS Ltd. shall have the authority to levy such penalties and subsequent termination of contract.

41. TAXES

- The bidder must ensure to quote rate in for the total amount of services excluding GST. GST shall be reimbursed as per prevailing rates as applicable.
- The bidders shall fully familiarize themselves about the applicable Domestic taxes (Such as: income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidders in the financial proposal.
- The bidder shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Bidder only after uploading of GST amount by Bidder on GST portal to avail input benefit of GST by WAPCOS Limited.

42. INCOME TAX

Income tax shall be deducted as per relevant section of Income Tax Act applicable under the rules of Government of India.

43. ESCALATION/ PRICE VARIATION

- (a) No escalation shall be payable on quoted prices.
- (b) Variation in quantities given in price schedule are allowed subjected to the fact that such variation results in (+/-) 25% of the Contract Value and only upon approval of Engineer in charge of WAPCOS Limited. The rate of the quantities subjected to variation will be the same provided by the bidder in the price schedule during tendering process.

44. RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

The bidder shall be responsible for the accuracy of the technical / financial data collected and results etc. prepared by him as a part of the project. He shall indemnify WAPCOS against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the bidder will be responsible to correct the survey data & results etc. as required without any extra cost implication on WAPCOS.

SECTION-III
CONDITIONS OF CONTRACT

1. Clause 1: Definitions

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS and the Agency firm, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings, if any and instructions issued from time to time by WAPCOS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2. "Owner/Client" shall CPWD, Port Blair
- 3. "Employer/Competent Authority" means WAPCOS Limited
- 4. 'Tender/Bid, tenderer/bidders' are synonymous throughout this contractdocument.
- 5. 'Approval' means approved by WAPCOS Limited. WAPCOS approval is linked and subject to approval by the owner.
- 6. 'Applicable Law' means the laws and any other instruments having the force of law in India
- 7. Accepting Authority/Concerned Authority shall mean PD (SR) of WAPCOS or his authorized nominee.
- 8. Project means Carrying out Hydrographic & Topographic surveys, Automatic Tide Gauge measurements / Directional Current Measurements, Water / Bed / Sediment Samples Collection and Analysis in the vicinity of Campbell Bay, Great Nicobar Islands, Andaman and Nicobar Islands.
- 9. Contract Price or Contract Value means the price to be paid for the performance of the Services.
- 10. Estimated Cost means estimated cost put to tender for inviting financial bid from the Agency firms for planning, designing and detailing.
- 11. Effective Date means the date on which this Contract comes into force and effect pursuant
- 12. In writing means communicated in written form with proof of receipt.
- 13. Language means all documents and correspondence in respect of this contract shall be in English Language.
- 14. Letter of Award (LOA) shall mean WAPCOS's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- 15. WAPCOS Limited (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its Administrative officers or its

engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

- 16. Services means the work to be performed by the selected Agency pursuant to this Contract, as described in Bid Document.
- 17. Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- 18. Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- 19. The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
- 20. "Day" means a day from midnight to midnight. "Month" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month. "Week" means seven consecutive days. "Quarter" means a period of three consecutive months starting from January, April, July and October i.e. January to March, April to June, July to September and October to December.
- 21. "Cost" mean all expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges allocable thereto but does not include any allowance for profit.
- 22. Retention money & security deposit are synonymous.
- 23. The words Tenderer, Bidder, Applicant, and Agency shall have the same meaning.
- 24. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.
- 25. "Tender Processing Fee" or "Bid Processing Fee" shall mean same being the amount paid by the bidder to WAPCOS as cost towards evaluation of the bid. The same is separate & distinct of any charges levied or paid to the e-tendering portal.

2 Clause-2: Responsibilities/Obligations:

1. Agency Firm's Responsibility/Obligation:

- (a) The Agency shall, in providing the services exercise skill and care in conformity with the normal standards of the Agency's profession.
- (b) The Agency shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The Agency shall at those points and/ or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.
- (c) The Agency shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS expect in case of emergency when the Agency shall inform WAPCOS without delay.
- (d) The Agency shall inform WAPCOS upon it becoming apparent that there is any incompatibility between any of WAPCOS requirements and the timetable or any

need to vary any part of them.

- (e) The Agency shall inform WAPCOS on it becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.
- (f) The Agency shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of WAPCOS.
- (g) If any deviation or deficiency in the work done by the Agency is noticed during inspection and visits, he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Agency shall comply and report the action being taken by him in this regard.
- (h) Signing this agreement, it has been considered that the Agency has No Objection in case of withdrawal of services or under termination of services of this agreement.

3. WAPCOS Responsibilities / Obligations

- Providing broad requirements of the works.
- Advising condition to the Agency of the relative priorities of WAPCOS' requirement and inform the Agency of any variations to any of them.
- WAPCOS shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable the Agency to comply with the time table.

4. Clause-3: Ruling Language and Law

- (1) The Contract documents shall be drawn up in English. All correspondence and documents relating to the contract, exchanged by the Agency and WAPCOS, shall be submitted in the prescribed form in English. All supporting documents and printed literature in connection with the bid shall be in English. The law to which the Contract is to be subject and according to which the Contract is to be construed shall be the law for within the jurisdiction of Delhi courts.
- (2) Documents Mutually Explanatory
- (3) Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents shall take precedence in the order in which they are set out in the Performa of Agreement.

5. Clause-4: Contract Agreement

The Agency Firm shall, when called upon so to do, enter into and execute a Contract Agreement, to be prepared and completed in the Performa annexed, with any modification as

may be necessary.

6. Clause-5: Performance Security

- (1) For the due performance of the Contract, the Agency shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be 3% (Three percent) of the Contract Price. The bank guarantee shall be issued any Scheduled / Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Agency.
- (2) The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Agency's failure to complete his obligation under the Contract.
- (3) The performance security shall be valid till 30 days beyond the completion of the project.
- (4) Should the Contract period, for whatever reasons be extended, the Agency, on receipt of written request, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee before the expiry date of the Bank Guarantee originally furnished.
- (5) The Performance Security will be released by WAPCOS, after the issue of the Completion Certificate but not later 60 days from the date of issue of Completion certificate.

7. Clause-6: Inspection of Site

The Agency shall be deemed to have known the areas mentioned in the list attached, and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, the extent and nature of work, and materials necessary for the completion of the Works, he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

8. Clause-7: Sufficiency of Bid

The Agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and prices if any, which Bid rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion of all the works.

9. Clause-8: Submissions to be made

Drawings, Documents, Certificates, Manuals etc.

The Agency shall submit all the submissions, reports and drawings for review and approval.

10. Clause-9: Giving of Notices, Compliance with Statutes & Regulations

(1) Giving of Notices and Payment of Fees

The Agency shall give all notices and pay all fees required to be given or paid by any Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

(2) Compliance with Statutes, Regulations etc.

The Agency shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep WAPCOS indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or by- law.

11. Clause-10: Commencements of Works

The Agency shall commence work from the issue of the Letter of commencement to him by to this effect by concerned authority/ WAPCOS and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-13* hereof.

2. Clause-11: Disqualification for Further Assignments to the Agency

If the Agency fails to act in conformity with the practices and ethics of the profession and/or his work /services are not found satisfactory, he will not be eligible to assignment of any further works of WAPCOS thereafter, and services for such work of remaining stage shall be liable to be withdrawn from him with 15 (fifteen) days' notice.

13. Clause-12: Determination or Rescission of Agreement:

WAPCOS without any prejudice to its right against the Agency in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- (1) If the Agency being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- (2) If the Agency commit breach of any of the terms of agreement.

 When the Agency have made themselves liable for action under any of the clauses

aforesaid, WAPCOS shall have powers: a) to determine or rescind the agreement b) to engage another Agency(s) to carry out the balance work at the risk and cost of the Agency and debiting the Agency(s) the excess amount, if any, so spent.

In case contract of Agency is determined, the Performance Guarantee of the Agency shall stand forfeited. The decision of WAPCOS in this regard shall be final and binding on the Agency.

14. Clause-13: Completion period

The project completion period is 45 days from the Date of Award. The period of completion shall be reckoned from the day of issue of the Letter of commencement to the Agency by Concerned Authority/WAPCOS. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the Agency, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Agency for the work, nothing extra shall be payable to the Agency. However, suitable extension of time for completion of work shall be granted accordingly.

15. Clause-14: Extension of Time for Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances beyond the control of the Agency which may occur, other than through a default of the Agency, be such as fairly to entitle the Agency to an extension of time for the Completion of the Works, WAPCOS shall determine the period of such extension and shall notify the Agency accordingly. Provided that WAPCOS is not bound to take into account any extra or additional or other special circumstances unless the Agency has, within 28 days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to WAPCOS, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Agency shall not be entitled to any payment for the time related costs incurred by him, if any, except those provided under the Contract, during the extended period for completion of Works.

16. Clause-15: Liquidated Damages for Delay

(1) Agency hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Agency firm, the Agency firm will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Agency are found to be fair & reasonable, suitable extension of time

may be granted by WAPCOS, without any suitable financial implication to WAPCOS. If the Agency shall fail to achieve completion of the Works within the time prescribed by Clause-13 hereof, then the Agency shall pay to WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by Clause-13 hereof and the date of certified completion of the Works. WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Agency. The payment or deduction of such damages shall not relieve the Agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

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

17. Clause-16: Escalation/ Price Variation

- No Escalation shall be payable on prices.
- It may be noted that while the estimated quantities of work given in the schedule has been estimated as realistically as possible, but any variation in the quantities arising may be incorporated, limited to (+/-) 25% of the Contract Value, upon approval of Engineer in charge of WAPCOS Limited, at the rate provided by the bidder in the Price Schedule during tendering process. In case the quantities varies more than (+/-) 25% of the Contract Value, the rates shall be revised and finalized based upon mutual written agreement between the parties.

• Clause-17: Recovery of Compensation and Penalty Imposed

Agency will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:

- 1. In the event of failure to comply with the instructions of WAPCOS.
- 2. If the faults in planning and designing are noticed by WAPCOS at any time.
- 3. If there is over payment to the Agency due to wrong certification of the bills.
- 4. If the perfunctory approach towards the work is noticed by WAPCOS at any stage.

18. Clause-18: Other Conditions

1. All the stages of work shall be completed by the Agency and the necessary approval shall be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.

- 2. In the event of the failure on the part of the Agency to complete their work in time or the Agency committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by WAPCOS then the Agency shall be bound to give N.O.C, if required.
- 3. The Agency shall assume full responsibility for the professional requirements and correctness of the survey data and drawings for all the items of work described in the scope of work. WAPCOS will have full access to the details of the survey data and drawings for purpose of scrutiny.
- 4. The Agency shall supply to WAPCOS copies of all documents, instructions issued to Agency, if any, relating to the work, drawings, maps and also other documents as may be required.
- 5. All drawings, maps shall be the property of WAPCOS. The name and logo of WAPCOS shall be predominantly displayed on all the drawings and documents.
- 6. WAPCOS shall have the liberty to postpone or not to execute any work and the Agency shall not be entitled to any compensation or damage for such postponement or non execution of the work except the fees which are payable to the Agency up to stage of services then completed.
- 7. The executive control of the work, as far as this agreement is concerned, shall be with WAPCOS or any other officer so designated by WAPCOS.
- 8. It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Agency shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the Agency for completion of the work or enlarged for any reason whatsoever.
- 9. Copyright of all documents and drawings prepared by the Agency and for in any work executed from those documents and drawings of the project shall remain the property of WAPCOS.
- 10. Company of Agency is a partnership firm or private/ public limited, Proprietary Company on change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of WAPCOS during the currency of the contract with WAPCOS.

19. **Clause-19: Fee**

The fee, as quoted by the Agency in the financial bid during bidding, includes planning, review, deployment of adequate manpower, travel expenses, site visits etc.,

20. Clause-20: Terms of Payment

i. Taxes

Payment on account of GST shall be reimbursed on production of documentary proof of deposit of GST.

ii. Retention Money

- a. Deduction of Retention Money amounting to **5%** (**Five percent**) of the amount of work done on milestone basis due to the Agency on account of Works executed shall be made.
- b. The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Agency against WAPCOS. Provided always that, if at such time there shall remain to be executed by the Agency any Works ordered during such period, WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall represent the cost of the Works so remaining to be executed.
- c. Retention Money shall not be refunded till the Agency produces a **No Objection** Certificate from all concerned. As soon as the work is virtually complete the Agency shall apply for the clearance certificate to WAPCOS.

iii. Payment Terms

The sequence of payment for the above work shall be as follows:

S. No	Milestones	%
1.	On completion of water, soil sample analysis and air and	50%
	Noise quality monitoring and submission of Draft Report	
2.	On submission and acceptance of final Report	50%
	Total	100 %

Note:

- a. Final payment will be released after 21 days from receipt of payment from Client by WAPCOS.
- b. All the works to be carried out by the successful bidder under the supervision of WAPCOS Authority.
- c. GST will be released on submission of Proof of deposit/challan.
- d. All the payments due to the Agency shall be made online and no cheque/draft shall be issued.
- e. No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- f. Agency shall submit his bill along with full description about service provided of the works.
- g. Agency shall not claim payment against pending services or incomplete stages of work.
- h. The payments shall be made for the contract on back-to-back basis upon receipt of payment from the Owner for that particular work and no interest is payable on account of delay if any.
- i. The Associate / Sub-Consultant/ Sub-Contractor shall acknowledge the present Contract /

Agreement / Work Order/ Arrangement w.r.t back to back payment clause as follows:

"The Associate / Sub-Consultant/ Sub-Contractor acknowledges that under the present Contract / Agreement / Work Order/ Arrangement, WAPCOS is only working as intermediary between WRD, GoTN 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 (Name of Client) being 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 (Name of Client) being 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 supercede any and all other conditions of Contract / Agreement / Work Order/ Arrangement between the parties".

21. Clause-21: Taxation

The price bid by the Agency shall include all duties, levies and taxes except GST that may be levied according to the laws and regulations, nothing in the Contract shall relieve the Agency from his responsibility to pay any tax on profits made by him in respect of the Contract. GST shall be reimbursed as per actual on prevailing rates.

ii. Income Tax

The Agency's staff, personnel will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

22. Clause-22: Force Majeure

Agency firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of WAPCOS and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to WAPCOS by owner.

23. Clause-23: Foreclosure of Contract by WAPCOS

If at any time after the commencement of the work WAPCOS for any reason whatsoever if required to foreclose/non-execution of work or is not require the whole work thereof as specified in the tender to be carried out, WAPCOS shall give notice in writing of the fact to

the Agency, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from those works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

24. Clause-24: Suspension of Works

- i. The Agency shall, on receipt of the order in writing of WAPCOS, suspend the progress of the works or any part thereof for such time and in such manner as WAPCOS may consider necessary for any of the following reasons:
- a. On account of any default on part of the Agency, or
- b. If the work is partly or fully abandoned/suspended by WAPCOS/Owner for any reasons
- ii. If the suspension is ordered for reasons in sub-para (a) above.
 - a. The Agency shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - b. In the event of the Agency treating the suspension as an abandonment of the Contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

25. Clause 25: Termination of Contract

- i. WAPCOS or the Agency may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a. The Agency stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.
 - b. The WAPCOS instructs the Agency to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - c. The Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

WAPCOS is entitled to terminate the contract in following conditions:

- a. In the event of WAPCOS not satisfied with the work done by the Agency, WAPCOS shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Agency shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- b. In the event of the Agency through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- c. In the event of the Agency's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other agency to complete the work irrespective of settling of dues of the

Agency.

- d. The termination of the appointment of the Agency shall be without prejudice to the accrued rights and remedies of WAPCOS.
- e. In the event of failure to comply with or abide by the general conditions of this agreement.
- f. In the event of liquidated damages/ penalty imposed on Agency equal or exceeding 10% of the total fees payable.
- g. Notwithstanding the above, WAPCOS may terminate the Contract for convenience.

When the Agency has made himself liable for action under any of the cases aforesaid, WAPCOS shall have powers: To determine/terminate the contract as aforesaid (of which termination notice in writing to the Agency under the hand of WAPCOS shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of WAPCOS.

ii. Payment upon Termination

- a. If the Contract is terminated because of a fundamental breach of contract by the Agency, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage representing WAPCOS's additional cost for completing the works to apply to the value of the work not completed. Additional liquidated Damages shall not apply. If the total amount due to WAPCOS exceeds any payment due to the Agency, the difference shall be a debt payable to WAPCOS.
- b. If the Contract is terminated for WAPCOS's convenience or because of a fundamental breach of contract by WAPCOS, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the certificate.

26. Clause-26: Notices

- i. Service of Notices on Agency
 - All certificates, notices or written orders to be given by WAPCOS to the Agency under the terms of the Contract shall be served either by sending by post or delivering the same to the Agency's office on Site or his principal place of business, or such other address as the Agency shall nominate for this purpose.
- ii. Service of Notices on WAPCOS
 - All notices to be given to WAPCOS under the terms of the Contract shall be served by sending by post or delivering the address: Project Manager (PH&IW), WAPCOS Ltd. 1st Floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai 600101. Change of Address Either party may change a nominated address to another address by prior written notice to the other party.

27. Clause 27: Dispute Resolution

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instructions here-in before mentioned and as to the quality of workmanship or equipment used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings, specifications, instructions, orders or these conditions or otherwise concerning the works 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 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 concerned authority who shall, within a period of thirty days after being requested by the Agency to do so, give written decision to the Agency. Upon receipt of the written decision of the concerned authority, the Agency shall promptly proceed without delay to comply with such decision.

28. Clause 28: Arbitration

Any dispute, controversy of 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 mandatorily 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 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 Consultant and the Principal Employer/Owner, 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 between Principal Employer/Owner & WAPCOS, Principal Employer/Owner 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."

29. Clause 29: Insurances

The Agency/bidder shall take out and maintain at their own cost against the risks, and for the coverages. The Agency shall provide evidence to the Employer, showing that such insurance has been taken out and maintained and that the current premiums have been paid, before start of the Work. The Insurance shall be maintained for the following risks and coverages:

- i. Professional liability insurance with a minimum coverage equal to total contract value for this consultancy.
- ii. Employer's liability and worker's compensation insurance in respect of the Personnel of the Agency and of Sub- Agency's, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

SECTION IV ANNEXURES

ANNEXURE – I INFORMATION TO BE FURNISHED BY THE APPLICANTS

Sr. No	Particular	Details
1.	Name of the organization	
2.	Address for Correspondence	
3.	Contact Person Details: Name: Telephone Nos. Mobile No. Fax: Email:	
4.	Format of Bid Acceptance Letter	Annex-II
5.	Organization Details	To be filled as per Annex-III
6.	Bid Security	To be filled as per Annex-IV
7.	List of Similar Works Completed	To be filled as per Annex-V
8.	Financial Status	To be filled as per Annex-VI
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS (Attach Power of Attorney)	
10.	List of Survey Equipment Available with the Firm and Proof of Ownership/ Lease	To be filled as per Annex-VII
11.	Organization Chart of Key Personnel	
12.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Self-Certified Copies to be enclosed
13.	Undertaking format for Blacklisting	To be filled as per Annex-VIII
14.	Understanding of the Project Sites	To be filled as per Annex-IX
15.	No Deviation Certificate	To be filled as per Annex-X
16.	Litigation History, Liquidity Damages, Disqualification	To be filled as per Annex-XI
17.	Solvency Certificate	To be filled as per Annex-XIV
18.	Integrity Pact	To be filled as per Annex-XV
19.	Format for Price Schedule	To be filled as per Annex-XVI

ANNEXURE – II FORMAT FOR BID ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To

Team Leader (SEZ), WAPCOS Ltd. Ground floor, No.990, 50th Street, TVS Colony, Anna Nagar West Extension, Chennai – 600101

Telephone: 044-26541376

Email: chennaienvt@wapcos.co.in

Subject: Acceptance of Terms & Conditions of the Tender Document.

W	ork Name:
	nder No.:
De	ear Sir,
1.	I/ We have downloaded/ obtained the tender document for the above mentioned "Tender"
	from the web site namely:as per your advertisement,
	given in the above-mentioned website.
2.	I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page no to (including all documents like annexures,
	Drawings etc.,) which shall form part of the contract agreement and I / we shall abide by the
	terms / conditions / clauses contained therein.
3.	The corrigendum/Addendum issued from time to time by your department/organization too
	has been taken into consideration, while submitting this acceptance letter.
4.	I/We hereby unconditionally accept the conditions of above-mentioned tender
	document(s)/corrigendum/Addendum in its totality/entirety.
5.	I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt.
	Department/Public Sector Undertaking.

6. I/We certify that all information furnished by the our Firm/Company is true & correct and in

the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the suspension from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

Yours Faithfully, (Signature & Seal of the Bidder)

ANNEXURE – III ORGANISATIONAL DETAILS

Sr. No.	Particular	Details
1.	Organizational Set-up: - Year of Establishment - Status of Firm	
2.	Proof Checking arrangement	Details of tie-up if any to be given
3.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	
4.	IT Pan Number GST Number NSIC Registration Number and Validity	

Yours Faithfully,

(Signature & Seal of the Bidder)

ANNEXURE – IV

FORMAT FOR BID SECURITY

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

WAPCOS Limited, 76-C, Sector 18, Gurgaon-122015. WHEREAS, M/s_____ having their Registered/Head Office (hereinafter called "the Bidder") has submitted his Bid dated for the [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer). KNOW ALL PEOPLE by these presents that we______(name of the Bank) having our head office at________(hereinafter called "the Bank") are bound unto Employer in the sum of________for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents. SEALED with the Common Seal of the said Bank thisday of THE CONDITIONS of this obligation are: (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified; OR (2) If the Bidder having been notified of the acceptance of his bid by during the period of Bid Validity: We undertake to pay to the ______up to the above amount upon receipt of his first written demand, without the having to substantiate his demand, provided that in his demand

will note that the amount claimed by him is due to

the

Analysis of water and soil samples and monitoring Ambient Air and Noise Quality fo various Environment Impact Assessment (EIA) projects of WAPCOS Chennai project office
him owing to the occurrence of one or any of the above mentioned two conditions and specify th occurred condition or conditions.
This Guarantee will remain in force up to and including the dateafter the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by thenotice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.
Notwithstanding anything contained herein
i) liability under this guarantee shall not exceed
ii) This bank guarantee shall be valid uptoand;
Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before(indicate a period Twelve months after the validity period).
DATE SIGNATURE
(Signature of Witness) SEAL

ANNEXURE – V DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 7 YEARS

Assignment No	
Name of Work	
Name of the Client	
Contact Details of	
Client Name:	
Postal Address:	
Official email ID:	
Cost of project in Rs.	
Fee of the Project in Rs.	
Commencement of Date	
Scheduled date of Completion	
Actual Completion Date	
Reason for Delay, if any	
Details of Services provided by the firm	
Key Professionals involved in the Study and their proposed position	

We hereby certify the information as given in below in table is correct and we have attached Client Completion Certificates in support of list of works given as above.

Signature of the Bidder with Seal

Note:

- Email address of the client/certificate issuing authority of each work should be clearly mentioned in the above table so that genuineness of the same can be established via email. Official domain email- id of the client/certificate issuing authority is required.
- Work certificates without any email address in the above table may not be considered for evaluation.

ANNEXURE-VI

FINANCIAL STATUS

Sr. No	Financial Year	Turnover	Profit/ Loss (-)
1.	2023- 2024		
2.	2022- 2023		
3.	2021- 2022		
4.	2020 - 2021		
5.	2019 - 2020		

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Certified copies of audited Balance Sheet/ Chartered Accountants Certificates to be enclosed.

UDIN:

Signature of Chartered Accountant (with Seal)

Signature of the Bidder (with Seal)

ANNEXURE-VII

PERFORMA FOR SURVEY EQUIPMENTS AVAILABLE WITH THE FIRM AND PROOF OF OWNERSHIP

Sr. No.	List of Survey equipment	Specifications	Nos	Year of Purchase
i.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				
viii				
ix.				

Proof of Ownership of the equipment's is attached.

Signature of the Bidder with Seal

ANNEXURE-VIII

FORMAT FOR UNDERTAKING BLACKLISTING/NON DEBARMENT

(To be given on Company Letter Head)

		Date:
Name of work:		
Ref: Tender No	dated	
To,		
Team Leader (SEZ)		
WAPCOS Ltd.		
Ground Floor, No.990,	50th Street,	
-	gar West Extension, Chenn	nai – 600101
Telephone: 044-265404	77 / 044-26541375,	
Email: chennaienvt@w	apcos.co.in	
Dear Sir,		
Further, we hereby coregistered/debarred by any other agency for w	onfirm and declare that vany Government department	izance of blacklisting Policy of WAPCOS Ltd. we, M/s, is not blacklisted/Deent/ Public sector undertaking/ private sector/ or undertaken the works/ services during the last 5
years.		
		Yours Faithfully,
		(Signature & Seal of the Bidder) Date:

ANNEXURE-IX

FORMAT OF UNDERSTANDING THE PROJECT SITE

(To be submitted on Bidder's Letter Head)

- A. I/ We hereby solemnly declare that I/ we understand the sites of work and have familiarized myself/ ourselves of the working conditions there in all respect and in particular, the following:
 - a) Topography of the Area.
 - b) Soil & rock conditions at the site of work.
 - c) Sources & availability of approaches.
 - d) Availability of water & electricity.
 - e) The existing roads and access to the site of work.
 - f) Availability of space for putting Offices, stores, etc.
 - g) Climatic condition and availability of working days
 - h) Law & Order, Security & Working conditions.
 - i) Methodology to be adopted for successful completion of work.
 - j) Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

Y	ours	tait	htul	lу.

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

ANNEXURE-X

FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted on Bidder's Letter Head)

To,

Team Leader (SEZ)
WAPCOS Ltd.
Ground Floor, No.990, 50th Street,
TVS Colony, Anna Nagar West Extension, Chennai – 600101
Telephone: 044-26540477 / 044-26541375,

Email: chennaienvt@wapcos.co.in

Subject: No Deviation Certificate for ----- (name of Work / Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have understood the site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/ modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours	fait	hful	lly,

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

Name and seal of Bidder

ANNEXURE-XI LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

(To be submitted on Bidder's Letter Head)

1. ARBITRATION CASES

Year	Name of Work	Name & Address of Client	Cause of Litigation and matter in dispute	Disputed Amount in Rs.	Actual Award amount in Rs.

2. COURT CASES

Year	Name of Work	Name & Address of Client	Cause of Litigation and matter in dispute	Name of Court	If Judgment given whether for or against the bidder

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

If yes, give details:

- c) Has the Bidder abandoned any contract work during the last 5 years: Yes/No If yes, give details:
- d) Has the Bidder been declared bankrupt during the last 5 years: Yes/No If yes, give details:
- e) Has the Bidder been debarred by client or by any Department: Yes/No If yes, give details:

Note:

- i. Bidder should provide information for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2020 or currently in execution.
- ii. Separate sheet may be used for giving detailed information

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

Yours faithfully, (Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

ANNEXURE – XII

FORMAT OF PERFORMANCE SECURITY

(To be executed on a non-judicial stamp paper of requisite value)

To,
WAPCOS Limited,
76-C, Sector 18,
Gurgaon-122015.
In consideration of(Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof
include its successors, administrators and assigns) having awarded to (Contractor's
name & address) (hereinafter referred to as "the Contractor" which expression shall unless
repugnant to the context or meaning thereof, include its successors, administrators, executors and
assigns) a contract, by issue of Employer's Notification of Award Nodt.
and the same having been unequivocally accepted by the Contractor,
resulting into a contract valued at Rs(Rupees
only) for(name of work) (hereinafter called " the
contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the
faithful performance of the entire contract equivalent to Rs. (Rupees
only) (3% of the said value of the Contract to the Employer).
We,(name & address with issue branch mail id of bank)
(hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or
meaning thereof, include its successors, administrators, executors and assigns) do hereby
guarantee and undertake to pay the Employer, on demand any or, all monies payable by the
Contractor to the extent of Rs. (Rupees only) as
aforesaid at any time uptowithout any demur, reservation, contest, recourse or
protest and/or without any reference to the Contractor. Any such demand made by the Employer
on the bank shall be conclusive and binding notwithstanding any difference between the Employer
and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other
authority. The Bank undertakes not to revoke this guarantee during its currency without previous
consent of the Employer and further agrees that the guarantee herein contained shall continue to be
enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it

shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

We the said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated____of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the

guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

present and future respect thereto.	taxes, levies, charges of wi	thholding whatsoe	ver imposed or c	collected with
Notwithstanding	anything contained hereina	bove our liability u	nder this guarante	e is restricted
to Rs	(Rupees		only) and it shal	l remain in
force upto and incl	udingand	shall be extended	from time to time	ne for such
period as may be de given.	sired by M/S WAPCOS Lin	nited on whose beha	alf this bank guara	ntee has been
Notwithstanding	anything contained herein			
i) our liabilit	y under this guaranteeonly);	shall not exceed	Rs	(Rupees
ii) This bank gu	arantee shall be valid upto_	; an	d	
any part thereof demand in terr	to make payment shall arise under this guarantee, only a ms of the guarantee on or after validity of guarantee)	and only if you serv before	e upon us a writ	ten claim or
	day ofat Ne			

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

\

ANNEXURE – XIII FORMAT FOR AGREEMENT

[Note: This Proforma is included in the Bidding Documents only for the information of Bidders. Only the successful Bidder shall, in due course, be required to fill this Proforma]

THIS	AGREEMENT MADE the	day	of		_BETWEEN	•	WAPCOS
Limit	edof (Mailing a	ddress of	WAPCOS 1	Limited)	_(hereinafter	called "E1	mployer")
of the	one part and (Name of Ager	ncy)			_(hereinafter	called	l "the
Agen	cy") of the other part.						
WHE	REAS the WAPCOS Limited	is desiro	us that"		". (hereina	fter refer	red to as
"the	Work") should be executed	by the A	Agency AN	D WHE	REAS by a	Letter o	f Award
No	dated	_WAPCO	S Limited	has acce	epted a Bid	by the	Agency
for 1	he execution and completion	of such	Works ANI) WHERE	EAS the Age	ncy has a	greed to
under	take such work and furnish a	performano	ce security p	oursuant to	the Clause 2	.38 of the	section-
II 'In	structions to Bidders'						

NOW THIS AGREEMENT WITNESSETH as follows;

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a) The Agreement
 - b) The Letter of Award
 - c) Corrigendum/Amendments if any
 - d) Documents furnished by bidder
 - e) Notice Inviting Tender(NIT)
 - f) Instructions to Bidders
 - g) General Conditions of the Contract
 - h) Annexures
 - i) Any other documents as forming part of the contract
- 3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
- 4. In consideration of the payment to be made by the WAPCOS Limited to the Agency as hereinafter mentioned, the Agency hereby covenants with the 'WAPCOS Limited' to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
- 5. The 'WAPCOS Limited' hereby covenants to pay the Agency in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price

or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common Seals to be hereunto affixed (or have hereunto set their respective hands and Seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said	By the said
NAME	NAME_
On behalf of the Agency in the presence of	On behalf of the Agency in the presence of
NAME	NAME
Address	Address

ANNEXURE – XIV

SOLVENCY CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that to the best of our knowledge and	information M/s	
having marginally noted address, a customer of our bank	are/ is respectable and can be trea	ated as
good for any engagement up to a limit of Rs	(Rupees).
This certificate is issued without any guarantee or resp	consibility on the Bank or any	of the
officers. This certificate is issued at specific request of the	customer for tender purpose.	
Date:		
Place:		
	No	.
	Name of Authorized signatory	of bank:
E-mail id	d of Bank/Authorized signatory	of bank:

Note:

- Solvency Certificate should be on letter head of the Bank
- Email id of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

ANNEXURE - XV

FORM FOR INTEGRITY PACT

To,

Team Leader (SEZ)
WAPCOS Ltd.
Ground Floor, No.990, 50th Street,
TVS Colony, Anna Nagar West Extension, Chennai – 600101

Telephone: 044-26540477 / 044-26541375,

Email: chennaienvt@wapcos.co.in

Subject: Submission of Ten	der for the work (Name	of Work)

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 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 LIMITED shall have unqualified, absolute and unfettered right to disqualify the tenderer/ bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of WAPCOS Limited

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this....... day of........... 2024

BETWEEN

WAPCOS Limited (Hereinafter referred as the Employer which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

(Name and Address of the Agency)

Hereinafter referred to as the "Bidder/ Agency" (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

(Details of duly authorized signatory)

Preamble

WHEREAS the Employer has float	ted the Tender (NIT No)
(hereinafter referred to as "Tende	r/ Bid") and intends to award, under laid down organization	al
procedure, contract for	(Name of work) hereinafter referred to	as
the "Contract".		

AND WHEREAS the Employer 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 Bidders.

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 Employer

- 1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Employer, 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 for third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Employer 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 Employer 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)/ Agency (s)

- 1. It is required that each Bidder/ Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS Limited 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)/Agency(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)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer'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)/Agency(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)/Agency(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 Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Agency(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Agency(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)/ Agency(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)/ Agency(s) will not instigate third persons to commit offences outlined above or bean accessory to such offences.

- 4. The Bidder(s)/ Agency(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 Limited interests.
- 5. The Bidder(s)/ Agency(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 be fall 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 Agency under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights incase of breach of this Integrity Pact by the Bidder(s)/ Agency(s) and the Bidder/Agency accepts and undertakes to respect and uphold the Employer's absolute right:

- 1. If the Bidder(s)/ Agency(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 Employer after giving 14 days' notice to the Agency shall have powers to disqualify the Bidder(s)/ Agency(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
- 2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contractor terminated/ determined the Contractor has accrued the right to terminate/ determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Agency.
- 3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder/ Agency, or of an employee or a representative or an associate of a Bidder/ Agency which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer 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/ Agency 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/Agency as deemed fit by the Employer.
- 3. If the Bidder/ Agency can prove that he has resorted/ recouped the damage caused by him and

has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Agency

- 1. The Bidder/ Agency shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub Contractors/ sub-vendors.
- 2. The Employer will enter into Pacts on identical terms as this one with all Bidders/Agencies.
- 3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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 Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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 Limited.

Article 7- Other Provisions

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
- 2. If the Agency 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.
- 3. Should one or several provisions of this Pact turnout 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.
- 4. 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 Employer 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.

INWITNESS 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 Bidder/Agency)
WITNESSES:	
1	(Signature, name and address)
2	(Signature, name and address)

ANNEXURE - XVI

FINANCIAL BID

Format for Price Schedule

<u>Name of work:</u> Analysis of water and soil samples and monitoring Ambient Air and Noise Quality for various Environment Impact Assessment (EIA) projects of WAPCOS Chennai project office

SI.No	Description	Sample	No. of samples*	Rate (In INR)	Amount (In INR)
1.	Environment Impact Assessment studies and clearances for	Water	6		
	construction of diversion weir across Nambiyar river and	Soil	6		
	excavating a new canal to divert flood water to Kuttam and around	ANQ	4		
	areas in Thisaiyanvilai Taluk in Tirunelveli district of Tamil Nadu	AAQ	32		
2.	Environment Impact Assessment studies and clearances for	Water	6		
	formation of reservoir across Ulakkaruvair in	Soil	6		
	Azhagiapandipuram village for feeding Thovalai channel of	ANQ	4		
	Kodayar system in Kanyakumari district of Tamil Nadu	AAQ	32		
3.	Environment Impact Assessment studies and clearances for	Water	6		
	formation of reservoir across Vallimalai Odai near Therkku	Soil	6		
	Veeravanallur Village of Cheranmahadevi Taluk in	ANQ	4		
	Tirunelveli District of Tamil Nadu	AAQ	32		
4.	Environment Impact Assessment studies for formation of reservoir	Water	6		
	across Valamalayar in	Soil	6		
	Melapuliyangudi village in Kadayanallur Taluk of Tenkasi	ANQ	4		
	District of Tamil Nadu	AAQ	32		
5.	Environment Impact Assessment studies and clearances for	Water	6		
	formation of reservoir across	Soil	6		
	Koraiyar River in	ANQ	4		
	Vickramsingapuram village of Ambasamudram Taluk in Tirunelveli District of Tamil Nadu	AAQ	32		
6.	Environment Impact Assessment	Water	6		

SI.No	Description	Sample	No. of samples*	Rate (In INR)	Amount (In INR)
	studies and obtaining clearances for the scheme of formation of reservoir across Thadavaiyar River in Gnalam Village of Thovalai Taluk in Kanyakumari District	Soil	6		
		ANQ	4		
		AAQ	32		
7.	7. Environment Impact Assessment		6		
	studies and its clearances for the excavation of byepass channel from Nanguneriankal to feed 46 tanks below Nanguneri Big tank including widening of Nanguneri canal in Nanguneri Taluk in Tirunelveli District	Soil	6		
		ANQ	4		
		AAQ	32		
<u>8</u>	Construction of Barraige across	Water	6		
	River Cauvery at 250m downstram of existing Kattalai Bed Regulator	Soil	6		
	in Mayanur Village of	ANQ	4		
	Krishnarayapuram Taluk in Karur District		32		
			То	tal Amount	

^{*} The number of samples mentioned here is approximate and actual quantity after survey will be considered for payments.

Note:

- 1. The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document. There is No need to submit Financial Bid in hard copy, Submission of Financial Bid in Hard Copy will lead to rejection of Bid.
- 2. Billing will be as per actual BOQ.
- 3. The quoted rate filled in Summary of Costs mentioned above, shall take into account all expenses including all remuneration of personnel's, reimbursable expenses, survey vessel hiring charges and equipment charges, out of pocket expenses and any other cost which the Consultant may incur during the course of the project except applicable GST as per law.
- 4. All payments shall be subject to deduction of taxes at source as per applicable law.
- 5. GST or any other applicable taxes as per law shall be paid on submission of Proof of GST payment.
- 6. No escalation on any account will be payable over and above the Total Financial proposal.
- 7. All payments shall be made in Indian Rupees.