



वाष्कोस लिमिटेड
WAPCOS LIMITED

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

TENDER DOCUMENT FOR

**GEOPHYSICAL SURVEY WORKS FOR OWK PUMPED
STORAGE PROJECT, OWK, KURNOOL DISTRICT,
ANDHRA PRADESH**

WAP/Hydro/Owk/2023/450
Date: 23/08/2023

Office of:

***Sr. General Manager (Hydro Power) WAPCOS Limited,
Corporate Office, 76-C, Institutional Area,
Sector 18, Gurugram (Haryana) - 122015***

Telephone: 0124-2399220, Email: sumana@wapcosindia.com

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)**NIT No. WAP/HYDRO/Owk/2023/450****Dated: 23/08/2023**

WAPCOS Limited (A Govt. of India Undertaking) invites **“Online Electronic Tender”** on **“Item Rate Mode”** from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document.

1.	Name of Work	:	Geophysical Survey works to ascertain Geological profile and Average shear wave velocity , for Owk Pumped Storage Project at OWK in Kurnool District, Andhra Pradesh.
2.	Site / Location	:	The Project is located near village Owk in Kurnool district in the state of Andhra Pradesh in India and belongs to Rayalaseema region. The project falls in the Lat. N 15° 18' and Long. E 78° 08'.
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal (https://gem.gov.in /)
4.	Website for Registration/ Procurement/uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal (https://gem.gov.in /)
5.	Estimated Cost of Work	:	INR 7,50,000.00/- (Rupees Seven Lakhs Fifty Thousand only) (Exclusive of GST)
6.	Cost of Tender Document	:	INR 1,000.00/- (Rupees One Thousand only) in the form of Demand Draft in favour of “WAPCOS Limited” payable at Gurugram issued by a Scheduled/Nationalized bank.
7.	Earnest Money Deposit (EMD)/ Bid Security Declaration	:	INR 16,000/- (Rupees Sixteen Thousand only) in the form of Demand Draft in favour of “WAPCOS Limited” payable at Gurugram issued by a Scheduled/Nationalized bank. Or Bid Security Declaration in Prescribed format as per Form-I
8.	Project Completion Period	:	1 (one) month from letter of Award
9.	Validity of Bid/Tender	:	180 Days

10.	Date & time for availability/downloading of the document from site GEM Portal (https://gem.gov.in /)	:	23/08/2023; 11:00 Hrs
11.	Last Date & time for receipt of any clarification of the bid document from the bidders	:	06/09/2023; 15:00 Hrs
12.	Offline Submission of Technical document, Tender Fees, EMD/ Bid Security Declaration, etc. as detailed in Tender	:	13/09/2023; 15:00 Hrs at the following office Sr. General Manager (Hydro-Power), WAPCOS Ltd., Room no. A-31, Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana <i>"IF BID IS NOT SUBMITTED PHYSICALLY WITHIN THE STIPULATED TIME, IT WILL NOT BE CONSIDER FOR EVALUATION"</i>
13.	Last date & time for online submission of Technical & Financial Bid on e-portal	:	13/09/2023; 15:00Hrs
14.	Online opening of Technical Bid	:	13/09/2023; 15:30Hrs
15.	Online opening of Financial Bid	:	To be Intimated to Technical Qualified Bidders.
16.	WAPCOS Communication address during Tendering and execution of works	:	Sr. General Manager (Hydro Power), WAPCOS Ltd., Room no. A-31, Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana Email: sumana@wapcosindia.com Contact No. 0124-2399220
<p>Exemption in Tender document fee and Earnest Money Deposit (EMD) for Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP)</p> <p>The Bidders exempted from EMD have to submit Bid Security Declaration as per Form-I.</p>			

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

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on websites GEM Portal ([https://gem.gov.in /](https://gem.gov.in/)).

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

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

IMPORTANT POINTS

- 1.1 The bidder should be an Indian Registered Company under Companies Act 1956/ 2013 Proprietorship Firm/Partnership Firm.
- 1.2 All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3 WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- 1.4 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.5 All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.

- 1.6 It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS Limited

(Sd/-)
Sr. General Manager (Hydro Power)
WAPCOS Limited

SECTION– I

INSTRUCTIONS TO BIDDER

SECTION– I INSTRUCTIONS TO BIDDER

1. INTRODUCTION :

WAPCOS Limited (A Govt. of India Undertaking) invites **“Online Electronic Tender”** on **“Item Rate Mode”** from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned for carrying out **“Geophysical Survey works to ascertain Geological profile and Average shear wave velocity for Owk Pumped Storage Hydro Electric Project (800MW), Kurnool district, Andhra Pradesh”**.

2. QUALIFYING CRITERIA:

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

The Technical Bid shall be uploaded **with coloured scanned copies of following documents.**

All the documents must be in serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY).

Format of Check List				
Sl.No.	Particular of Document	Yes	No	Page Nos. (from- to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm.			
b)	Scanned copy of EMD or Bid Security Declaration(Form-I) as mentioned in NIT and Scanned copy of Demand Draft for Tender Fees of the amount as mentioned in NIT. EMD and Tender Fees are exempted for Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP). The Bidders exempted from EMD have to submit Bid Security Declaration as per Form-I .			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head (Form-1).			
d)	Yearly Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2022-23 duly certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number).			

	<ul style="list-style-type: none"> The Agency/Contractor should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2022-23 (Form-A). 			
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover of the agency should be at least 50% of the estimated cost of work during 3 consecutive financial years ending 2022-23. This should be duly certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). 			
	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement of Bidder should be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). 			
	<ul style="list-style-type: none"> The Agency/Contractor should also have satisfactorily completed the similar types of works as mentioned below during the last seven years (Form-H) ending previous day of last date of submission of tender. (Similar works here means Geophysical Survey Works executed in Hydro power/ Pumped Storage Projects only.) (Completion certificate issued by client indicating completion cost, date of commencement and date of completion to be submitted) The bidder should have completed at least two Geophysical Survey Works executed in Hydro power/ Pumped Storage Projects. 			
	<p>Experience of having successfully completed similar nature of work either of the following in the last seven years.</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p>or</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p>or</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>Similar works here means Geophysical Survey Works executed in Hydro power/ Pumped Storage Projects only.</p>			

e)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have their business activities suspended. Accordingly, Bidder shall submit Solvency certificate in original from a Nationalized Bank / any Scheduled Bank, with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate which shall be a sum of at least 40% of the estimated cost of work . Solvency Certificate must have been issued after the date of publication of NIT & be addressed to "WAPCOS Ltd." for " <i>Geophysical Survey works to ascertain Geological profile and Average shear wave velocity for Owk Pumped Storage Hydro Electric Project (800MW), Kurnool district, Andhra Pradesh</i> ".			
f)	Name, Address, details of the Organization, Name(s) of the Owner of the firm / company. (Form-B)			
g)	Copy of P.F. and PAN Number.			
h)	<ul style="list-style-type: none"> The bidder must submit ownership of Seismograph along with tender document which shall be deployed at site for execution of geophysical work. The bidders with hired equipment can participate in the tender by submission of the proof of hiring of the equipment for the said work. 			
i)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST, which are mandatory, as per Govt. of India notification regarding GST. Accordingly bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.			
j)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document , as applicable, should be submitted along with a copy of address proof. NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
k)	Bidder should not be blacklisted/ debarred by any government /semi government department/PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-C) .			

	Also refer to the Black Listing Policy presented in clause: 11 of Section - I			
l)	Letter of understanding the project site on bidder's Letter Head (Form-D) .			
m)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-E) .			
n)	Consent Letter to execute the Integrity Pact (Form-F) .			
o)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-G) .			
p)	The Bidders exempted from EMD shall submit Bid Security Declaration on Non-Judicial Stamp paper of minimum Rs. 100/- (Form-I) .			
q)	The bidder must submit CV of 1nos. of Geophysicists with min. 10 years of experience along with the tender document. Also submit details of other Manpower Deployment (Form-K)			
r)	Each page of the all Volume of Tender document & Addendum/Corrigendum shall be signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			

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

Agency/Contractors who fulfill the above requirements shall be eligible to apply

3. SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

3.1 LEARNING & REGISTRATION FROM BIDDER'S PERSPECTIVE

The Bidder/Seller/Agency shall follow the link for reading the training module for GEM participation as follows:

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

Submission of Online Bids is mandatory for this Tender. For conducting electronic tendering, bidders shall use the portal:

<https://gem.gov.in>

INSTRUCTION FOR ONLINE BID SUBMISSION

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 e-GeM Portal.

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

3.1.1 REGISTRATION

1. Create a seller account on GeM: Creating a GeM seller account is the primary step for manufacturers and sellers. The registration on GeM should only be done by an authorized person or key person of their respective entity.
2. Updating of organizational profile: Once the creation of the seller account is complete, applicants are required to update their organizational profile, such as PAN validation, Company Details, address verification and bank account detail of the organization.

Once the primary setup of the GeM profile is done, firms must deposit caution money respectively as per their turnover.

Sellers turnover	Caution money fees
Less than Rs. 1 crore	₹5,000/-
Turnover between Rs. 1-10 crores	₹10,000/-
Turnover more than Rs. 10 crores	₹25,000/-

3. Seller's GeM vendor assessment: After the deposition of caution money, sellers are required to apply for GeM vendor assessment. All sellers must apply for assessment to participate in public procurement of Q1 & Q2 category products. Vendors also have to pay the assessment fee of Rs. 11,200 + GST. The assessment carried out by QCI in 2 stages.
4. **Desktop assessment:** Sellers are required to submit mandatory documents in this process. Quality control of India (QCI) verifies data and documents of the entity. The objective is to understand the process, such as the entity's a manufacturing/assembling process, policies, function and performance.
5. **Video assessment:** Once the desktop assessment is completed. QCI moves on to validate the information through video assessment. The auditor of QCI conducts it through a mobile-based app.

The vendor needs to pass this step to obtain their OEM status to list their brand on the Gem portal for public procurement

3.1.2 SEARCHING FOR TENDER DOCUMENTS

- 1) Step 1: Login to Your Account to Initiate the GeM Portal Bidding Process.

- 2) Step 2: Search for the Product you want to bid on GeM Portal.
- 3) Step 3: Choose the Product you want to bid on GeM Portal.
- 4) Step 4: GeM Bid On the Product once Selected.
- 5) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.1.3 PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 200 dpi with color or black and white option whichever is sufficient for the size of the scanned document.

3.1.4 SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) Bids shall be submitted online only on GeM Portal. Tenders and supporting documents shall be uploaded through GeM Portal. Only Hard copy of the Tender documents shall not be accepted. Tenderer should ensure that the documents being uploaded by him are legible, and wherever possible scanned copy of the original document should be uploaded instead of Xerox copy.
- 3) Bidder should prepare the EMD, Bid Security Declaration and Solvency Certificate as per the instructions specified in the tender document. The original EMD and Original Solvency Certificate should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **cyan coloured (unprotected)** cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details

have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings, if required.

9) The Client shall not be responsible for delay/non encryption of submitted data/any issue with the online submission of portal .

3.1.5 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. The helpdesk numbers are 07556651401, 07556685120, 01169095625.

Email Support: helpdesk-gem@gov.in

Toll Free Numbers: 1800 419 3436/1800 102 3436

3.2 BID SUBMISSION

The entire bid-submission would be online process and single Stage Two Envelope system.

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (*only to be uploaded in the site*) (Envelope-II of the Tender Document)

3.3 OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Document offline also.

1. **All the documents in Original, which is uploaded as Technical Bid (See Checklist, In Qualifying Criteria: Online Technical Bid Submission of Section-I, Table under clause 2) shall be submitted with page numbering (MANDATORY)** in separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
2. **Earnest Money Deposit (EMD) and Tender Submission fee** in the form of **Demand Draft/FDR** in separate sealed envelope clearly labeled as “**Earnest Money Deposit (EMD) and Tender Fee**” for the work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

Bidders exempted from EMD shall submit the **Originals Bid Security Declaration (Form-I)** in the same format as above.

NOTE: The above two envelopes shall be submitted in one single envelope clearly labeled as “Technical Documents for Offline Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

The offline submissions as mentioned above shall be submitted on WAPCOS address as per date & time mentioned in NIT. In case of non-submission of above offline documents, bids are liable to be rejected.

Note: The Company reserves the right to waive minor deviations/submissions if they do not materially affect the capability of the Tenderer to perform the contract.

3.4 CONTENTS OF FINANCIAL BID

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

The quoted rate should include all associated costs. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the Agency/Contractor as per applicable legislation in force on the date of submission of bid or to be newly/ amended introduced during the execution of the Contract.

The tenderer shall quote rates up to zero decimal and as well as in words. In case of any discrepancy rate quoted in words shall prevail.

3.5 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time after technical evaluation stage.

Negotiations will be done only with L1 vendor (If required).

4. INSTRUCTIONS TO BIDDER

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

- a) The Bill of Quantities (BOQ) is given in **Section VIII**. The tenderer has to quote their offer in Item Rate in Bill of Quantities (BOQ). The Item-Rate shall be quoted up to zero decimal. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy

between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.

- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and sub-Agency/Contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices incompetent for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, Agency/Contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the BOQ, must inspect the sites of the work, acquaint himself with all

local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

5. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY DECLARATION

A.) Earnest Money Deposit (EMD):-

The Bidder has to submit the Earnest Money Deposit (EMD) of the amount as mention in the NIT.

- a) Colored scanned Copy of the EMD should be uploaded onto the GEM Portal and the hardcopy of the same shall be submitted, as per guidelines mentioned.
- b) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

B.) Bid Security Declaration in place of Earnest Money Deposit (EMD) for exempted Bidders:-

- c) The Bidders shall submit a Bid Security Declaration **(as per Form-I)**.
- d) Copy of the Bid Security Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted, as per guidelines mentioned.
- e) In case the Bid Security Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- f) The Bid Security Declaration will be executed:-

- i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender.
 - iii. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- g) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.
- h) Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

6. COST OF BIDDING

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

7. LANGUAGE OF BID

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

8. CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

9. AWARD CRITERIA

After closing of Technical & Financial Bid process, WAPCOS Limited will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest. If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the rules of WAPCOS Limited.

10. ANNEXURES

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

ANNEXURE – I : AGREEMENT
ANNEXURE – II : FORM OF PERFORMANCE GUARANTEE
ANNEXURE – III : FORMAT FOR AFFIDAVIT
ANNEXURE – IV : FORMAT FOR INDEMNITY BOND

11. BLACKLISTING POLICY:

I) DEFINITIONS

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

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

- a) Any "Agency or Agencies" that is blacklisted by 'competent authority' of WAPCOS Ltd. shall not be allowed to participate in the bidding of any tenders/enquiries/appointments for projects floated by the 'Company' during the period of blacklisting unless it is delisted by an order of the 'competent authority'.
- b) A joint venture or consortium which is blacklisted by 'Competent Authority' of the 'Company' or which has blacklisted member/s and/or partner/s as well as a person/entity who is a member of a blacklisted joint venture or consortium are, likewise, not allowed to participate in any tenders/enquiries for projects floated by the 'Company' during the period of blacklisting.

III) GROUND AND SANCTIONS FOR BLACKLISTING:

a. During Competitive Bidding and Pre-Contract Signing Stage

If it is observed during the bidding process/bids evaluation stage that a 'Agency or Agencies' has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such 'Agency or Agencies' shall be rejected by the 'Company' and its Earnest Money Deposit (EMD) shall be forfeited. Further the 'Competent Authority' shall blacklist such 'Agency or Agencies' from future bidding with the 'Company'.

The 'Agency or Agencies' shall liable to be blacklisted under this head in the following circumstances:

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding
- iii. Unauthorized use of one's name, or using the name of the another for purpose of public bidding.
- iv. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the 'Company', without justifiable cause, after such 'Agency or Agencies' had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid or Letter of Intent has been awarded.
- v. Refusal or failure to submit the required performance security within the prescribed time.
- vi. Refusal to clarify or validate in writing its bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification.
- vii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his/its favour.

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

b. During Execution Of Contract

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

The 'Agency or Agencies' shall liable to be blacklisted under this head in the following circumstances:

- i. Failure of the 'Agency or Agencies' solely due to his fault or negligence, to mobilize and start work or performance within the specified period.
- ii. Failure by the 'Agency or Agencies' to fully and faithfully comply with its contractual obligations without valid cause, or failure by the 'Agency or Agencies' to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - I. Employment of competent technical personnel, competent engineers and/or work supervisors;
 - II. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - III. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - IV. Deployment of committed equipment, facilities, support staff and manpower; and
 - V. Renewal of the effectively dates of the performance security before and after its expiration during the course of contract implementation.
- iii. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- iv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or

negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.

- v. For the procurement of consulting services, poor performance by the Agency of his services arising from his fault or negligence. Any of the following acts by the Agency/ Agencies shall be construed as poor performance:
 - I. Defective design resulting in substantial corrective works in design and/or construction;
 - II. Failure to deliver critical outputs affecting the project progress due to the fault or negligence of 'Agency or Agencies'; and
 - III. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
 - IV. Defective workmanship designs or works of the 'Agency or Agencies'
- vi. Wilful or deliberate abandonment or non-performance of the project or contract by the 'Agency or Agencies' resulting to substantial breach thereof without lawful and/or just cause.

c. *Blacklisting Due to corporate defaults*

- i. If the 'Agency or Agencies' has been adjudged as Bankrupt by the competent Court of Law shall be blacklisted.

"bankrupt" means and includes –

- I. a debtor who has been adjudged as bankrupt by a bankruptcy order under Section 126 of the Insolvency and Bankruptcy Code, 2016 along with its amendments.
 - II. each of the partners of a firm, where a bankruptcy order under Section 126 of the Insolvency and Bankruptcy Code, 2016 along with its amendments has been made against the firm.
 - III. any person adjudged as an undischarged insolvent;
- ii. If the liquidation process has been initiated for Corporate Insolvency Resolution Process by the Adjudicating Authority under sections 7, 9 or 10, as the case may be. Whereas "liquidator" means an insolvency professional appointed as a liquidator in accordance with the provisions of Chapter III and Chapter V of this Part of the Insolvency and Bankruptcy Code, 2016 along with its amendments, as the case maybe, unless otherwise approved by way of Corporate Resolution Plans.

- iii. If the holding company of the 'Agency or Agencies' or the company itself is deleted by the 'Registrar of the Companies' due to default of any compliance. Unless and until restored by the competent court of law or authority.

d. Other Grounds

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

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

IV) PERIOD OF BLACKLISTING

Blacklisting period shall be reckoned from the date of blacklisting order and ordinarily the period for which 'Agency or Agencies' is blacklisted would not be less than 6 months and would not exceed 3 years.

In certain cases where maximum penalty of blacklisting has been imposed and the default of the 'Agency or Agencies' was grievous, the 'Competent Authority' may at the end of such period, review the prevailing circumstances and conduct of the 'Agency or Agencies' and further extend the period of blacklisting.

In exceptional cases where the act of 'Agency or Agencies' is a threat to the National Security, the banning shall be for indefinite period.

V) PROCEDURE FOR BLACKLISTING

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

- h. An order for blacklisting passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- i. The above process of banning should be completed within 04months from initiation of case by competent authority.

VI) MISCELLANEOUS

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

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

For & on behalf of WAPCOS Limited

(Sd/-)
Sr. General Manager (Hydro Power)
WAPCOS Limited

SECTION– II

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

- ❖ The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the WAPCOS and the Agency/Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ❖ In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - **“Client/Employer”** shall mean “WAPCOS Limited”, A Government of India undertaking- Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation, Government of India having their office at WAPCOS Ltd., Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana, India & include their successors & permitted assigns as well as their authorized officer / representatives, for execution of the Work as mentioned in NIT.
 - The **“Company/WAPCOS”** shall mean WAPCOS Limited.
 - The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract.
 - The **Engineer-in-Charge** shall means the Engineer Officer appointed by WAPCOS Limited or his duly authorized representative who shall direct, supervise and be in-charge of the work for the purpose of this Contract.
 - **Tenderer/Bidder** shall mean the firm/party who intends to participate in this Notice Inviting Tender.
 - **Excepted Risk** are risks due to riots (other than those on account of Agency/Contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Agency/Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
 - **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Special Conditions of Contract to cover, all overheads and profits.
 - **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Special Conditions of Contract hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - **District Specifications** shall mean the specifications followed by the State Government in the area where the work is to be executed.

- The **Agency/Contractor/Successful Bidder** shall mean the firm or company whose bid has been accepted by WAPCOS Limited and shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- **Tendered value** means the value of the entire work as stipulated in the letter of award.
- **Month** means calendar month of the Gregorian calendar.
- **Date of commencement of work:** The date of commencement of work shall be the date of start as specified or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- The Agency/Contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- The several documents forming the Contract are to be taken as mutually explanatory of one another.
- In the case of discrepancy between the Bill of Quantities and/or the Specifications, the following order of preference shall be observed:-
 - Description of Bill of Quantities
 - Particular Specification and Special Condition, if any.
 - Terms of Reference
 - Indian Standard Specifications of B.I.S.
- Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed. General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter.
- The specification shall mean the specification annexed to or issued with the General

Conditions and shall include the schedule and drawings attached thereto.

2.0 Scope of work:

- Carrying out Geophysical Survey for approx. 5000 m at proposed locations at upper reservoir, and its surrounding, intake, switchyard area, water conductor system and Powerhouse area, and at other locations wherever required.
- The geophysical survey should cover a depth of about 30 m range.
- Seismic refraction tomography for velocity profile and shear wave velocity profile for estimation of Vs30 at proposed sections at Upper reservoir periphery and water conductor system including powerhouse.

For detailed scope of work, please refer to the “Terms of Reference/Technical Specifications”.

3.0 Bid Price :

The intending bidder(s) required to quote the rate of the items as per BOQ. The rate to be quoted shall be unit rate and shall remain firm without the price variation clause. The bidders should not claim for any price variation / escalation. No price variation / cost escalation is accepted. The bid submitted with a price variation/escalation clause will be treated as non-responsive and rejected.

The rates quoted shall also include cost of loading, transportation, unloading and stacking of items required for the Survey Work.

4.0 Period of validity of Bids:

The validity of the tender shall be for a period of 180 (One hundred eighty) days from the date of publishing of tender. Prior to the expiry of the original validity period WAPCOS may request extension in the period of validity for a maximum period of 90 (Ninety) days. The Bidder may refuse the request without forfeiting his bid security. Bidders agreeing to the request will not be required nor permitted to modify their respective bids, but will be required to extend the validity or their bid securities correspondingly.

5.0 Performance Guarantee:

The Successful Agency/Contractor shall submit an irrevocable Performance Guarantee of 10% (Ten percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract from the date of issue of letter of acceptance. The Performance Guarantee shall be issued from a Scheduled/Nationalized Bank. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Special Conditions of Contract on written request of the Agency/Contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge.

The Performance Guarantee shall be initially valid for up to the stipulated date of completion plus 3(three) months claim period beyond that. In case the time for completion of work gets extended, the Agency/Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion

certificate for the work by the competent authority, the performance guarantee shall be returned to the Agency/Contractor, without any interest.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of WAPCOS Limited.

The Performance Guarantee shall be refunded to the Agency/Contractor soon after the completion of works and issuance of the completion certificate.

The confirmation of the Performance Guarantee submitted to WAPCOS Limited by the bidder may be sought from issuing bank through **Structured Financial Messaging System (SFMS)**, as per details given below:

Name of Bank: Indian Overseas Bank

Address: NHB, Gurgaon,

Branch Code: 1935

IFSC Code: IOBA0001935

Beneficiary: WAPCOS Limited

6.0 Recovery of Security Deposit:

The person/persons whose tender(s) may be accepted (hereinafter called the Agency/Contractor) shall permit WAPCOS Limited at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 10% of the tendered value of the work. Such deductions will be made and held by WAPCOS Limited by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above.

The Security Deposit shall be released after successful completion of work subjected to issue of work completion certificate by the site in-charge.

7.0 Time Schedule:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT and ITB.

8.0 Extension of work completion time :

Ordinarily no time extension shall be granted. However, if the work is suspended due to reasons beyond the control of the Agency/Contractor, the Agency/Contractor shall immediately give notice in writing within 7 (seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

9.0 Liquidated Damage:

If the Agency/Contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the Agency/Contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the Agency/Contractor. Such extension may only be granted on the basis of application to be submitted by the Agency/Contractor who has to establish that the extension of time required by him was not due to his fault.

10.0 Measurements of Work done:

All items of work carried out by the Agency/Contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.

Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the Agency/Contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.

In the event of failure on the part of the Agency/Contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

The Agency/Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

11.0 Terms of Payment:

The Contractor acknowledges that under the present Contract, WAPCOS Limited is only working as intermediary between New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP) being Owner and Agency. Thus the Contractor unconditionally acknowledges that the payments under the present Contract shall be made proportionately by WAPCOS Limited only on **back to back basis** i.e., after 21 days subject to receipt of payment from New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP) being Owner. The Agency also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/ Arrangement is not received from New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP), then WAPCOS Limited &/or any of its Employee/Officer shall not be responsible to pay any amount to Agency. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the Agency/Contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the Agency/Contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from Agency/Contractor's claim under any other contract with the company or from

Agency/Contractor's security deposit or from the amount retained or the Agency/Contractor shall pay the overpayment on demand.

The work shall be carried as per the Terms of Reference, Technical Specifications, and Scope of Work.

Running bills shall be submitted by the contractor on monthly basis on or before the date fixed by the Engineer-In-charge for the work executed. The Engineer-In-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work. However, Retention money shall be deducted from each bill and at each stage @ 10% of the gross bill. The whole retention money thus retained from each RA bill shall be released after successful completion of the work to the full satisfaction of Engineer-in-charge.

No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

12.0 Change of Quantity:

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to $\pm 30\%$ (plus or minus thirty percent) of the mentioned quantity in the bid document. Payment shall be made as per execution.

13.0 Labour License:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

14.0 Compliance of Labour Laws:

The Contractor shall comply all statutory Labor Laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure - IV) after placement of Letter of Intent / Order.

15.0 Variation, Omission, Addition & Alteration:

The Agency/Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 30\%$ (plus or minus thirty percent) of the quantity mentioned in bid document. Payment shall be made as per actual execution.

16.0 Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Agency/Contractor shall bring the matter to the notice of the Controlling Officer and advise the Agency/Contractor to proceed with such item(s) of work.

Rates for supplementary item shall be arrived on the basis from the existing items & rates in the contract.

17.0 Agreement:

The Agency/Contractor will have to sign an agreement with WAPCOS Limited as per the format specified in Annexure-I. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS Limited from contracting for identical or similar services from any other person/party.

This agreement shall initially be valid for a period of the contract which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS Limited, directly or through some other complaint, that the Agency/Contractor had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the Agency/Contractor.

WAPCOS Limited may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the agency at its registered office, terminate or suspend this agreement under any of the following circumstances:

- a) The Agency/Contractor failing to perform any obligation(s) under the agreement.
- b) The Agency/Contractor failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS Limited.
- c) The Agency/Contractor going into liquidation or ordered to be wound up by competent authority.

Either party may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

It shall be the responsibility of the Agency/Contractor to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of

Agency/Contractor and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS Limited through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS Limited may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Agency/Contractor or not. The Agency/Contractor shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

Actions pursuant to termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Firm shall not represent the WAPCOS Limited in any of its dealings.
- b) Firm shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS Limited's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days' notice in writing.

If the service of the Agency/Contractor is found to be not satisfactory, the contract will be terminated with one month's notice and the Agency/Contractor will not be eligible for any compensation on this account.

18.0 Force Majeure:

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

19.0 Settlement of Disputes, Arbitration

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

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint

meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting (s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting (s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting (s).

- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever 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 Limited is only working as Intermediary between Agency/Contractor and the 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/Agreement/Work Order/Arrangement between Owner & WAPCOS Limited, owner shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS Limited and costs incurred in the proceeding shall be the sole responsibility of Owner. 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.

20.0 Jurisdiction

Any dispute connected with this contract shall fall within the jurisdiction of Courts at New Delhi.

21.0 Completion of Work:

Completion of work means completion of the Geophysical survey work in all respect in totality as mentioned in the tender document and acceptance of the same by the company, WAPCOS

Ltd.as well as owner of the Project i.e. New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP).

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Agency/Contractor shall have completed the work upto the satisfaction of the Company and acceptance of the Survey Report by the owner of the project i.e. New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP).

22.0 Safety Rules:

Agency/Contractor's Site Management has following main objectives regarding safety at site:

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

These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.

The rules for Health and Safety specified herein are in no way intended to relieve the Agency/Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Agency/Contractor of any of his legal obligations for the avoidance of accidents.

In all matters arising in the performance of the Contract, the Agency/Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.

The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.

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

23.0 Insurance

1. Requirements

Before commencing execution of works, unless stated otherwise in the special conditions of contract, it shall be obligatory for the Agency/Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Agency/Contractor's all risk and Third Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire, theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the special conditions of contract.

2. Policy in Joint Names of Agency/Contractor and Employer

The policy referred to under sub-clause 23(1) above shall be obtained in the joint names of the Agency/Contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the Agency/Contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, Agency/Contractors, employer or others.

3. Currency of Policy

The policies shall remain in force throughout the period of execution of the works and till the successful completion of work subjected to issue of work completion certificate by the site in-charge. The Agency/Contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premium and the premium paid by him to ensure that the policies indeed continue to be in force. If the Agency/Contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the sub clause 24(1) or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Agency/Contractor or from the Agency/Contractor's performance security.

SECTION– III

SPECIAL CONDITIONS OF CONTRACT

SECTION–III

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

The Special Condition of Contract (SCC) shall be followed by the Agency/Contractor in addition to the General Condition of Contract (GCC) of tender document. The following General Condition of Contract of this tender are modified/added as detailed below.

In case of any discrepancy between GCC and SCC, the SCC will succeed over GCC.

- **Office Inviting Tender**

Sr. General Manager (Hydro Power),
WAPCOS Ltd.,
Room no. A-31,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram-122015,
Haryana
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

- **Definitions**

- Owner means New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP)
- Site / Location Means as mentioned in NIT
- Engineer-In-Charge means Sr. General Manager (Hydro Power) or as per appointed by WAPCOS.
- Accepting Authority Shall mean WAPCOS Limited and mentioned otherwise.
- Date of Commencement of work: Within 15 days from the date of issue of Letter of Award (LoA)

- **Clauses of Contract**

Performance Guarantee	10% of Tendered Value
Time allowed for submission of Performance Guarantee from the date of issue of letter of Award	15days
Validity of Performance Guarantee	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus three (3) months claim period
Return of Performance Guarantee	Soon after the completion of works and issuance of the completion certificate
Security Deposit	10% of Tendered Value

Release of security Deposit	Successful completion of work subjected to issue of work completion certificate by the site in-charge.
Liquidated Damage	Timely completion of the work is very much/strictly essential due to time constraints. 0.5% of the total project cost per week. (Maximum up to 10% of the Project Cost)
Time Schedule	
Number of days from the date of issue of letter of Award for reckoning date of start	Within 15 days
Stipulated time of completion of project	As Mentioned in NIT
Payment	Terms of Payment shall be followed as mentioned in the General Condition of Contract.

SECTION– IV

ADDITIONAL CONDITIONS OF CONTRACT

SECTION–IV

ADDITIONAL CONDITIONS OF CONTRACT

1. The scope of the work constitutes completion of all the works and services detailed in this Document and any underlying logical/ physical activity as indicated in this document, not expressly mentioned but required during the course of the execution will also be considered part of the work. The ancillary requirements for the fulfillment of the work shall be supplied by the contractor free of cost within the scope of the work.
2. The quantities indicated in schedule of prices are estimated as per anticipated requirement irrespective of the location. The locations of the Geophysical test are indicative and can change but the quantities if reduced or cancelled, no compensation in any form shall be paid to the contractor.
3. The Contractor is advised to satisfy himself by his actual inspection of the site and also ascertain for himself the climatic condition, local site conditions etc. before submitting the Bid.
4. The Geo physical Test should be carried out as per the instructions of Engineer- In – Charge before the start of the test.
5. The project is located in Owk Taluk, in Kurnool district in the state of Andhra Pradesh in India. The bidder shall make themselves familiarize and gain information about the areas & topography by any means before submission of the bid. All the protection measures and expenses shall be bear by the contractor. WAPCOS will not be responsible for any damage, casualty and loss of any life, property and equipment etc. for the execution of the work.
6. All the works shall be carried out as per relevant IS specifications and as per the instructions of Engineer-in-charge.
7. The contractor shall make his own arrangements to obtain water supply for drinking and necessary for the works. WAPCOS Ltd shall not supply water. Rates quoted by contractor shall include the cost of arranging water supply at the site of works.
8. Any electric supply required at the site of works for whatsoever purpose shall be arranged by the contractor. The contractor shall make his own arrangements for electric power supply / installation of Diesel generating sets etc. as required for the work at his own cost and the rates quoted shall include the cost of providing such electric supply arrangements required for the works and offices / accommodations etc.

9. The Contractor/s shall make his / their arrangements for paths etc. for carrying his / their tools and plants labour and materials etc. for which no extra payment shall be made.

10. PRICE

10.1 The rates quoted by the bidder shall be all inclusive for the above scope of work including all charges for equipment, consumables etc, and other statutory levies, insurances, supervision, accommodation, travelling & all other incidental charges.

10.2 The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.

11. Any damage done by the Contractor to any existing work during the course or execution of the work bidden for shall be made good by him at his own cost. No payment shall be made to the Contractor for any damage to the work executed by him due to rain, flood or any other natural calamities and the contractor shall restore the work at his own cost and ensure such execution strictly in accordance with the specification. The maintenance and protection of work from damage of any kind shall be the responsibility of the contractor till the work is completed and handed over to the Department.

12. Any other incidental charges like royalty, cartage, storage, cutting and wastage for execution of the work as defined above or infra structural activities required to be carried out in order to execute the work shall be borne by the Contractor. No reimbursement shall be entertained by the Department on this account.

13. SPECIAL CONDITIONS FOR WORKING IN PROJECT AREA

Necessary conditions to be met while conducting Geophysical Survey works in Owk Pumped Storage Project:-

- i. No trees saplings should be cut and removed.
- ii. No damage should be caused to the Forests, Wildlife and Environmental flora and fauna
- iii. No road formed for transportation of machinery
- iv. No labour camps should be established in the Forest land
- v. Fire nearby Forest should be avoided
- vi. No cooking is allowed within the Forest area.
- vii. The work should be carried out day time only.

- viii. Vehicle movement should not be allowed in the Forest area
 - ix. No breaking of fresh forest land should be done
 - x. All the acts and guidelines in the Forest area to be allowed.
14. Agency/Contractor is required to deploy resources to complete the drilling work within the schedule time. No Claim will be entertained for idle labour, idle machinery, idle technical/no technical staff, idle T&P etc.
15. The work shall be inspected or supervised by WAPCOS Limited from time to time at site as necessary. The Agency/Contractor shall provide all facilities for such inspection free of cost.
16. During the execution of the work, the representative of WAPCOS Limited found any work not in accordance with the approved drawings/specifications/instructions, he may order for re-execution of part or whole of the work executed,. No extra claims shall be entertained for re-execution or altering of such work.
17. During the execution of the work, if any, problem arises which is not covered by the specifications, the Agency/Contractor shall seek necessary clarification and instruction from WAPCOS Limited. Such instruction shall be binding on the Agency/Contractor and shall be observed in full.
18. The Agency/Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Agency/Contractor shall refer to the Indian Standard and also the State Government rules and regulations.

SECTION– V

ANNEXURES

Annexure – I**AGREEMENT**

THIS AGREEMENT IS MADE on this day of 2023 BETWEEN **WAPCOS Limited, A Government of India Undertaking, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana - 122015**, represented by its Name, Designation (hereinafter referred to as the 'WAPCOS' or 'Client' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and **M/s(Name of Agency/Contractor)**, a company incorporated under the Indian Companies Act, 1956, having its registered office at represented by Name (Designation) (hereinafter referred to as 'Agency' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for **"Geophysical survey works for Owk Pumped Storage Project at OWK in Kurnool District, Andhra Pradesh" vide NIT No. WAP/Hydro-Power/Owk/2022/..., dated:../2022** and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Agency has been accepted and the Client has awarded the work of **"Geophysical survey works for Owk Pumped Storage Project at OWK in Kurnool District, Andhra Pradesh"** vide work order No: and the Agency submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Employer to the Agency/Contractor as hereinafter mentioned, the Agency/Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

The Employer hereby covenants to pay the Agency/Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) Tender Document
- b) Bidder's Bid
- c) Work Order/Letter of Award (LoA)
- d) Acceptance of LoA

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written at **WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana - 122015.**

Signature of the Employer
(with the seal of company and address)

Signature of the Agency/Contractor
(with the seal of company and address)

In the presence of:

Witness

1.

2.

Annexure –II**FORM OF PERFORMANCE GUARANTEE**

WAPCOS Limited
(A Government of India Undertaking)
76-C, Institutional Area,
Sector-18, Gurugram
Haryana- 122015

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Agency/Contractor's name & address)(hereinafter referred to as "the Agency/Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Agency/Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (3 % of the said value of the Contract to the Employer).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Agency/Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency/Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency/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 Agency/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 Agency/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 Agency/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 Agency/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 Agency/Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency/Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

- a) Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only);
- ii) This bank guarantee shall be valid upto _____; and
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (indicate a date twelve month after validity of Guarantee) Dated this _____ day of _____ at Gurugram.

Annexure – III

FORMAT FOR AFFIDAVIT

I/We have submitted a bank guarantee for the work (Name of work) Agreement No. _____ Dated _____ from _____ (Name of the Bank with full address) to the WAPCOS Limited, Gurugram with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____. I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the WAPCOS Limited.

I / We also indemnify the WAPCOS Limited against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)
Signature of Agency/Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate

Annexure –IV**FORMAT FOR INDEMNITY BOND**

INDEMNITY BOND EXECUTED by me / us on thisDay of2023, I/We having Registered Office at (herein referred as “**OBLIGOR / OBLIGORS**” which expression shall mean and includes my / our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company / firmafter having the power to bind so with the promise and undertaking in favour of the WAPCOS Limited, Gurugram (Hereinafter referred as **OBLIGEE**, which expression shall mean and include it’s legal representative, administrators assigns.

Whereas **OBLIGOR / OBLIGORS** has / have been awarded to execute the job / works under letter no.....dated..... issued by the **OBLIGEE** after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be / likely to be done in places covered under Employees’ State Insurance Act (ESI) and / or the Employee Compensation Act, 1923 (W. C. Act) and / or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the **OBLIGOR / OBLIGORS** is /are under obligation to execute this Indemnity Bond before the commencement of actual execution and **OBLIGOR / OBLIGORS** is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the **OBLIGEE** shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I / we the **OBLIGOR / OBLIGORS** do hereby undertake:-

- 1) THAT the **OBLIGEE** shall not be held responsible for any type of accident which may take place during the course of work undertaken by the **OBLIGOR / OBLIGORS**.
- 2) THAT the **OBLIGOR / OBLIGORS** will take / adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the **OBLIGEE** in all cases.
- 3) THAT the **OBLIGOR / OBLIGORS** undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or no managerial or any other capacity in the area covered under Employee’ State Insurance Act,1948 who has/have insurance coverage within the meaning of Employees’ State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees’ State Insurance Act,1948.
- 4) That the **OBLIGOR / OBLIGORS** further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees’ State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the **OBLIGOR / OBLIGORS**.
- 5) THAT the **OBLIGOR / OBLIGORS** undertakes / undertake to indemnify and keep harmless the **OBLIGEE** from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to / or not belonging to **OBLIGOR / OBLIGORS**.
- 6) THAT the **OBLIGOR / OBLIGORS** shall keep harmless the **OBLIGEE** from all claims, compensation,

damages, any proceedings in respect of any of its employee / workmen under the Employee Compensation Act. Act or any other laws for the time being in force.

- 7) THAT , if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR / OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work / job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR / OBLIGORS is responsible to complete the work / job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.
- 8) THAT, if at any time, due to exigency, the OBLIGEE i.e. the WAPCOS Limited, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR / OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR / OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR / OBLIGORS.
- 9) THAT the OBLIGOR / OBLIGATOR is / are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

SIGNED AND DELIVERED BY THE OBLIGOR / OBLIGORS

Signature

WITNESS:

1) Name, Designation

Signature

2) Name, Designation

Signature

SECTION– VI

FORMS

FORM-1

LETTER OF TRANSMITTAL FOR TECHNICAL BID
(On Bidder's Original Letter Head)

To

WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

Subject: Submission of bids for (Name of the Work)

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the WAPCOS Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission: Signature(s) of Bidder(s).

FORM-A**FINANCIAL INFORMATION****[To be submitted on Original Letter Head of Bidder]**

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

Financial Years	Gross Annual turnover on construction works (in Rs.)	Profit/Loss (After Tax) (inRs.)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

2. Financial arrangements for carrying out the proposed work: It is hereby declared that we have enough financial resources to execute the proposed work.

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

FORM- B**STRUCTURE & ORGANISATION**

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

Signature of Bidder(s)

FORM-C

UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT

[TO BE FURNISHED ON COMPANY LETTER HEAD, BY CONTRACTING AGENCY]

Name of work:

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

To,

Engineer In charge of Project,

WAPCOS Limited,

76C, Industrial Area,

Gurgaon, Haryana

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd.

Further, we hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Execute/ Undertaken the works/ Services during the last 5 years.

For -----

Authorized Signatory

Date:

FORM-D

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

To

WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

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

Sir,

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

- Location of the proposed site and its allied works.
- The condition of the proposed site to be surveyed.
- Site clearance and no cutting off the matured trees.
- Nature of the ground and accessibility to the site.

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-E

FORMAT FOR NO DEVIATION CERTIFICATE
[To be submitted on Bidder's Original Letter Head]

To

WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

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

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited 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 faithfully,

Date:

(Signature, name and
designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-F**FORMAT FOR INTEGRITY PACT**

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

To
 WAPCOS Ltd.,
 Plot No. 76-C, Institutional Area,
 Sector-18, Gurugram,
 Haryana -122015
 Email: sumana@wapcosindia.com
 Contact No. 0124-2399220

Sub: Integrity Pact for ----- (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 at **Enclosure-I**.

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

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

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

Enclosure-I**INTEGRITY AGREEMENT**

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

BETWEEN

WAPCOS Limited, Gurugram (Hereinafter referred as the '**Client**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....through.....
(Name and Address of the Individual/firm/Company)

..... (Hereinafter referred to as the "**Bidder/Agency/Contractor**")

(Details of duly authorized signatory)

and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

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

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

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

Article 1: Commitment of the Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Client, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Client will, during the Tender process, treat all Bidder(s) with equity and reason. The

Client 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 Client shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Client 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 Client 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/Contractor(s)

1. It is required that each Bidder/Agency/Contractor (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/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Agency/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Client'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/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Agency/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Client as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Agency/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Agency/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Agency/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Client after giving 14 days' notice to the Agency/Contractor shall have powers to disqualify the Bidder(s)/Agency/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Client. Such exclusion may be forever or for a limited period as decided by the Client.
2. Forfeiture of Performance Guarantee/Security Deposit: If the Client has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Client apart from exercising any legal rights that may have accrued to the Client, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Agency/Contractor.
3. Criminal Liability: If the Client obtains knowledge of conduct of a Bidder or Agency/Contractor, or of an employee or a representative or an associate of a Bidder or Agency/Contractor which constitutes corruption within the meaning of IPC Act, or if the Client has substantive suspicion in this regard, the Client will inform the same to law enforcing agencies for further investigation.
- 4.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any

other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency/Contractor as deemed fit by the Client.
3. If the Bidder/Agency/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Agency/Contractors/SubAgency/Contractors

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

Article 6: Duration of the Pact

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

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Client, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Agency/Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Client in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

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

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

.....
(For and on behalf of Client)

.....
(For and on behalf of Bidder/Agency/Contractor)

WITNESSES:

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Place:

Dated:

FORM-G

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

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

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

Yours faithfully,

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

Place: _____ **Name and seal of Bidder**

FORM-H

**DETAILS OF SIMILAR COMPLETED WORKS IN HYDROPOWER/PUMPED STORAGE PROJECTS
DURING THE LAST 7 (SEVEN) YEARS PREFERABLE FOR GOVERNMENT DEPARTMENTS**

Sl No .	Name of The work & location	Owner or sponsoring organization	Cost of Work (in Crores)	Date of Commencement as per Contract	Max. length covered in the Geo-physical survey work (m)	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration cases which are over and Litigation/ Arbitration cases pending/ in progress with details	Name & address/ telephone number of Executive Engineer/ Project Manager or equivalent to whom reference shall be made	Remark / Reasons for delay and compensation charged if any
1	2	3	4	5	6	7	8	9	10	11

(Signature of Bidders)

FORM-I

FORMAT FOR BID SECURITY DECLARATION
[To be submitted on Non-Judicial Stamp paper of minimum Rs. 100]

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

Subject: Bid Security Declaration for ----- (Name of Work/Project)

Dear Sir,
We, the undersigned, declare that;

We, M/s _____ (herein referred as bidder) understand that, according to bid security of clause No. 5 of ITB, bids may be supported with a Bid Security Declaration, therefore rather than submitting the EMD, the bidder render the declaration that: -

Bidder will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder is in breach of any of the following obligation (s) under the bid conditions: -

- i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- j) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender.
- k) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

Yours faithfully,

Date:

(Signature, Name and Designation of the Authorized
signatory)

Place:

Name and seal of Bidder

FORM-J
Part-1

DETAILS OF Equipment & Accessories & OFFICE EQUIPMENTS (IN WORKING CONDITIONS) OWNED BY THE BIDDER(S)								
Sl. No.	Description	Make	Model & Year of manufacture	Capacity	Condition	No. Of Equipment	Any other relevant Information	Remarks
Part A : Equipment's								
1								
2								
Part B: Office equipment's, T&P etc.								
1								
2								
3								

Date:

(Signature, Name and Designation of the
Authorized signatory)

Place:

Name and seal of Bidder

FORM-J
Part-2**DETAILS OF SAFETY EQUIPMENTS/ APPLIANCES**

SI No.	Description	Make	Year of manufacture	Condition	Nos. available	Remarks
1						
2						
3						
4						
5						

Form– K

DETAILS OF MANPOWER DEPLOYMENT

To
WAPCOS Ltd.,
Plot No. 76-C, Institutional Area,
Sector-18, Gurugram,
Haryana -122015
Email: sumana@wapcosindia.com
Contact No. 0124-2399220

We hereby declare that the following are the details of manpower to be deployed for carrying out the -----
(Name of Work) ----- for ----- **(Name of Project)** -----,

Sl. No.	Geophysical Survey work	Name & Qualification	Proposed Position of Personnel	Total year of Experience in the field	Remarks

Date: _____ (Signature, Name and Designation of the
Authorized signatory)
Place: _____ **Name and seal of Bidder**

Note:

- 1) The above details are furnished / submitted along with the organizational set up of the Company.
- 2) Curriculum Vitae of the proposed personnel are attached.
- 3) The above details are furnished both discipline wise & category wise.

SECTION– VII

TERMS OF REFERENCE/TECHNICAL SPECIFICATION

SECTION – VII

TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

1. BACKGROUND

The proposed Owk Pumped Storage Project is located in Kurnool district, Andhra Pradesh, India. Kurnool district falls on Topo sheet No. 57J and the project area is bounded by Lat N 15°07' to 15°12' and Long E 78°03' to 78°06'. The proposed pumped storage project envisages construction of an artificial upper reservoir, two HRTs/ pressure shafts, an open surface powerhouse and two TRTs. The diverted/released water from UGPH will be collected at the existing Owk Reservoir(Lower Reservoir). The Full Reservoir Level of existing Owk Reservoir is at EL 227m and Dead Storage Level is at EL 219.46 m. An artificial reservoir is proposed as Upper Reservoir which will be constructed as bund type reservoir at about elevation 373.0 m. The proposed project will generate 800 MW of power by utilizing net design head of 160.27 m

The water from Power House will be diverted through TRT and will be stored in an existing lower reservoir. The water will be pumped back to the upper reservoir through TRT-Reversible Turbines- Pressure Shaft/ HRT in off peak hours.

Kurnool District is one of the four districts in the Rayalaseema region of the state of Andhra Pradesh. The district is located in the west-central part of the state and is bounded by Jogulamba Gadwal District of Telangana in the north, Raichur district of Karnataka in the northwest, Bellary district of Karnataka in the west, Ananthapur district in the south, YSR Kadapa district in the South East and Prakasham district in the east.

2. PROJECT LOCATION

The Project is located near village Owk in Kurnool district in the state of Andhra Pradesh in India (Figure 1: Location Map) and belongs to Rayalaseema region. The district is located in the west-central part of the state and is bounded by Mahabubnagar district of Telangana in the north, Raichur district of Karnataka in the northwest, Bellary district of Karnataka in the west, Ananthapur district in the south, YSR Kadapa district in the South East and Prakasham district in the east. The district is the third largest by area and tenth largest by population in the state. The project falls in the Lat. N 15° 18' and Long. E 78° 08' Pumped Storage Project at Owk .

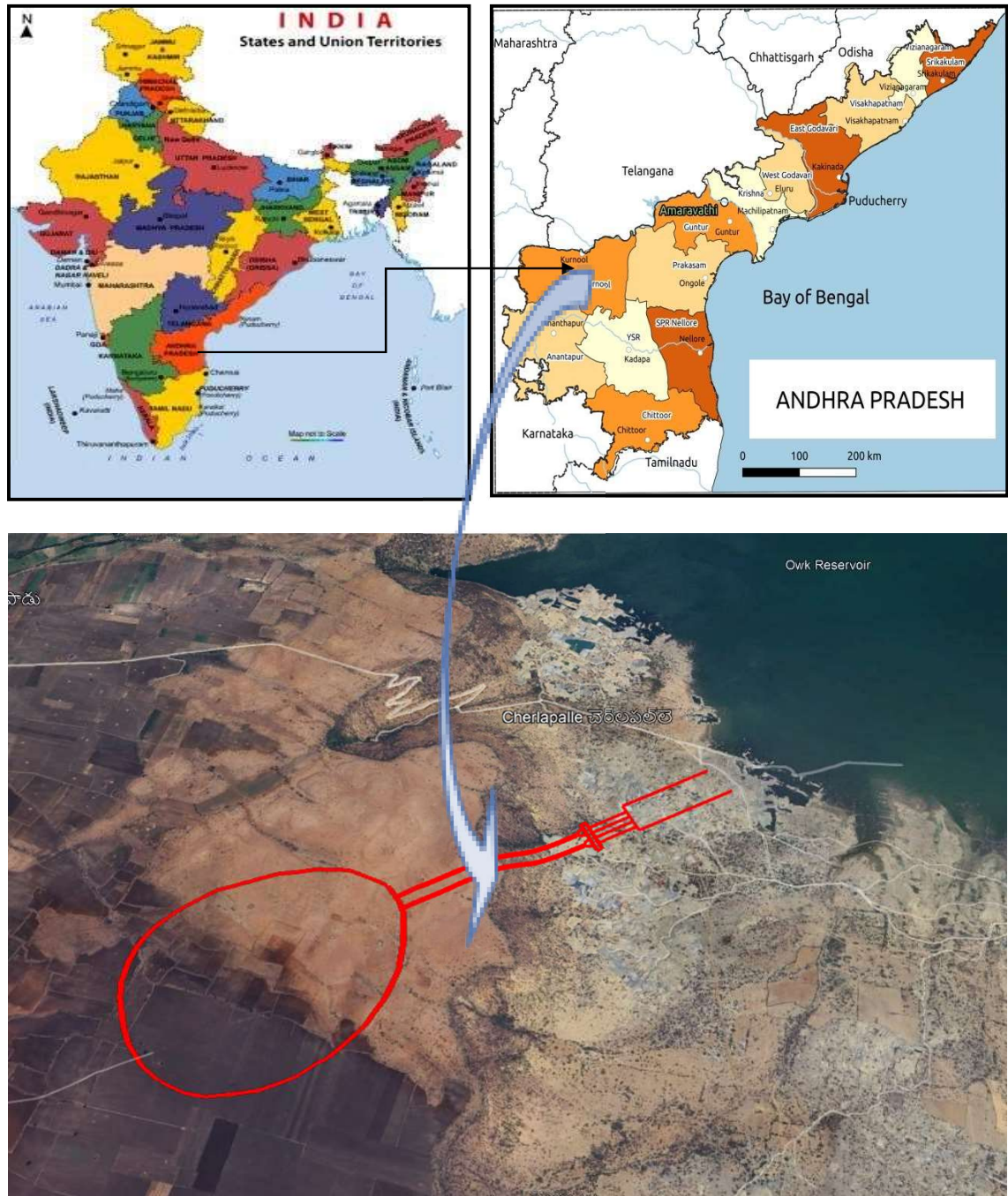


Fig. - 1 : Location Map

3. ACCESS TO PROJECT SITE:

The project is located in village Owk 40 km from Tadipatri and 30 km from Banaganapalli and 80 km from Kurnool city in the state of Andhra Pradesh in India. The nearest rail head is Tadipatri Railway Station which is about 40 km and another is Banaganapalli Railway Station which is also 22 km from the project site.

The nearest airport is Kurnool which is 80 km from the project site. Other Airports are Kadapa

which is 130 km from the project site. The nearest sea port is Krishnapatnam (Nellore) which is 281 km from the project site. Another sea port is Chennai port which is 438 km (approx.) from the project site.

4. OBJECTIVE OF INVESTIGATION

Geophysical investigation at the site shall be planned to understand the surface & sub-surface geology along the alignment with a view to assess the feasibility of the proposed layout and to highlight various geotechnical problems likely to be encountered, required strength characteristics of the underlying soil/rock.

Seismic Refraction Survey

Geophysical investigation by Seismic Refraction Survey shall be undertaken by using suitable seismograph at selected locations along/across the proposed layout. The seismic refraction survey will be carried out by signal enhancement technique with adequate profile lengths with suitable geophone spacing. Figure 2 shows the theory of seismic refraction measurements across different horizons in the subsurface. Seismic waves are being generated by a hammer/explosives and the seismic energy travels through different medium inside the earth surface and is recorded by an array of sensors (geophones) spread along the profile line as given in figure-2 below.

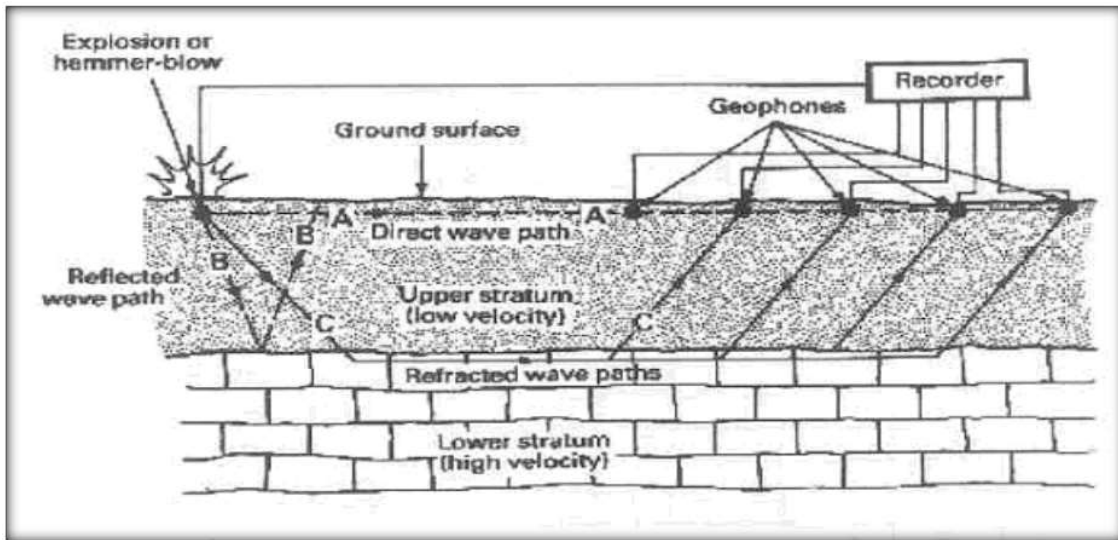


Fig. - 2 : Principle of Seismic Refraction Survey

For deep seismic refraction survey, if required, explosives with Electric detonators shall be used as energy source; shot holes will be drilled and loaded with optimum quantity of explosives & detonators for generating high frequency seismic signals up to the target depth of 100m or to the competent rock mass. The explosives shall be handled by the licensed blaster. The output of seismograph is obtained by converting the energy of the seismic wave into electrical energy, amplified, filtered, stacked and recorded in digital SEG2 format. The seismic signals thus obtained shall be displayed on monitor. In addition, the automatic gain control shall take care to prevent overloading by the stronger signals to bring out the weaker signals. The filters will be employed on the recorded signal to obtain maximum current and voltage at certain desirable frequencies and to reject or suppress the undesirable frequencies.

An automatic refraction analysis package shall be used to pick up the accurate time breaks for precise processing of the seismic data. The software to be used for processing of seismic data is having the following features.

- Fully automatic analyses routine.
- Checks and correct travel time curves with the modified Hagiwara's method.
- Fully automatic velocity analysis.
- Detection of low velocity zone at the base layer.
- Fully automatic 2D Seismic Tomography with velocity and thickness.
- Checks and corrects the analysis result by forward modeling based on ray theory.

Scope of work:

- Carrying out Geophysical Survey for approx. 5000 m at proposed locations at upper reservoir, and its surrounding, intake, switchyard area, water conductor system and Powerhouse area, and at other locations wherever required.
- The geophysical survey should cover a depth of about 30 m range.
- Seismic refraction tomography for velocity profile and shear wave velocity profile for estimation of Vs30 at proposed sections at Upper reservoir periphery and water conductor system including powerhouse.

5. Quality Control

The quality control shall be done by checking the equipment every morning to verify the accuracy of timings as well as the accuracy of energy source. The seismic record from each shot shall be verified in the field, as first step of quality control. Following criteria shall be adopted to ensure the quality, bad shots are discarded and re shoot.

- The first arrival times on each seismic record must be clean and precise.
- Not more than two (2) traces should be absent;
- No end traces should be absent, so as to obtain good time-distance closure curve.

The quality control shall also establish by overlapping 1 geophone for each successive spread. This overlap allows controlling the timing of the arrival at same point from 2 different set-ups.

6. DELIVERABLE

- 1D/2D Sections
- Dynamic elastic properties of subsurface material.
- Correlation of seismic results with geological parameter viz. RMR, Q-value etc.
- Draft & Final Geophysical Reports with recommendations.
 - **Draft report:** A Draft report covering all the scope of work shall be submitted within 20 days from commencement of work.
 - **Final report:** Final Report shall be submitted within seven (07) Days after incorporation of comments / observations on Draft report from WAPCOS.

7. Time Schedule

The works shall be completed in 01 (One) Months in all respect, from the date of commencement.

SECTION– VIII

FINANCIAL BID

BILL OF QUANTITIES (BOQ)

GEOPHYSICAL SURVEY WORKS FOR OWK PUMPED STORAGE PROJECT, OWK, KURNOOL DISTRICT, ANDHRA PRADESH.					
S.No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Carrying out Geophysical Survey as per Scope of work for DPR of Owk Pumped Storage Hydro-Electric Project (800 MW) in Andhra Pradesh using Seismic refraction tomography for velocity profile and shear wave velocity profile for estimation of Vs30 at proposed sections at Upper reservoir periphery and water conductor system including powerhouse	m	5000		

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

(Total Rupeesonly)

Date:

Place:

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

Important Note for submission of online tender:

- Do not fill above financial table at the time of submission of technical bid.**
- The above financial proposal is to be filled by bidder in the excel /pdf file attached in online portal. After that, same filled excel /pdf file, will be uploaded by bidder at the submission of Price Bid.**
- The Rate / BoQ filled in GeM portal will be considered final in case of discrepancy between uploaded filed BoQ in pdf / excel and rates filled on GeM Portal**