WAPCOS

(भारत सरकार का उपक्रम–जल शक्ति मंत्रालय)

(A Government of India Undertaking-Ministry of Jal Shakti)

76-C, Sector-18, Gurugram-122015, Haryana

**TENDER DOCUMENT FOR**

**"Procurement of World DEM hydrologically corrected digital terrain model DSM + DTM (bundle) data"**

**WAP/WR&WS/DTM/2026/01**
**Date: 30/10/2026**

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# NOTICE INVITING TENDER (NIT)

# NOTICE INVITING E-TENDER (NIT)

**WAP/WR&WS/DTM/2026/01** **Date: 30/10/2026**

WAPCOS Limited (A Govt. of India Undertaking), invites "**Online Electronic Tenders"** from NRSC Empaneled vendors competent bidders for the work as per the following details:

| | | | |
|---|---|---|---|
| 1. | Name of Work / Project | : | **Procurement of World DEM hydrologically corrected digital terrain model DSM + DTM (bundle) data** |
| 2. | Site / Location | : | Delhi |
| 3. | Website for viewing tender | : | www.wapcos.co.in and https://gem.gov.in |
| 4. | Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any. | | https://gem.gov.in |
| 5. | Approximate Estimated Cost of Work | : | **Rs. 12 Lakhs (Rupees Twelve Lakh only) exclusive of GST** |
| 6. | Cost of Tender Document | : | **NIL** |
| 7. | Earnest Money Deposit | : | **Rs. 24,000/- (Rupees Twenty-Four Thousand Only)** in the form of RTGS/NEFT/D.D./Banker's cheque/FDR in favor of 'WAPCOS Limited' payable at Gurugram, Haryana OR Can be accepted in the form of bank Guarantee in prescribed format issued by a nationalized / scheduled bank. |
| 8. | Project Completion Period | : | **30 days** from the Date of Award |
| 9. | Validity of Bid/Tender | : | **90 Days from online Bid submission date** |
| 10. | Site Visit | : | Not applicable |
| 11. | Pre Bid Meeting (for the bidders who conducted mandatory site visit) | : | The pre-bid meeting will not be held. Bidder(s) can ask queries in writing to tender inviting authority (WAPCOS LIMITED) till 2 hours before last date of tender online submission as mentioned in NIT. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the **GEM Portal** only. The bidders should keep themselves updated by regularly visiting the **GEM Portal** website for any amendment/corrigendum/ clarification in regard to this Tender. |
| 12. | Last date & time of Procurement / download of tender Document | : | As per GeM Portal |

| | | | |
|---|---|---|---|
| | | | As per the condition of e- Tendering, the bidder must officially procure/ download the tender documents from the GEM Portal in order to bid before the date and time given for procurement. |
| 13. | Offline Submission of Technical Document and EMD etc. as detail in Tender documents for bidders**.** | | Till Last date & time for online submission of bid as per GeM Portal, in the office of<br>Chief Executive Director (WR&WS), WAPCOS Gurugram |
| 14. | Last date & time for online submission of Technical & Financial Bid | : | As per GeM Portal |
| 15. | Online opening of Technical Bid | : | As per GeM Portal |
| 16. | Online opening of Financial Bid | : | Will be Intimated to Technically Qualified Bidders. |
| 17. | Performance Security | : | 3% (Three Percent only) of Contract value within 7 days from the issue of Letter of Award (LoA) |
| 18. | WAPCOS Communication address during Tendering and execution of works | : | Chief Executive Director (WR&WS)<br>WAPCOS Limited,<br>76-C, Sector-18, Gurugram-122015, Haryana<br>Email: wrd@wapcos.co.in<br>Contact No. +91-124-2399427 / 431 |
| 19. | Price Adjustment | : | The rates quoted by the Bidder shall be firm & fixed. |
| **Exemption in EMD & Tender document fee for registered Micro and Small Enterprises only under MSME:** The companies who are registered as Micro and Small Enterprises are exempted from the submission of Tender document fee on submission of requisite proof in the form of valid certification from MSME. | | | |
| The technical and financial bids shall be uploaded on the GeM portal. If the office of WAPCOS Limited, Gurugram happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue. | | | |

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

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

**For and on behalf of**
**WAPCOS LIMITED**

**Chief Executive Director (WR&WS)**
**WAPCOS Gurgaon**

# SECTION-I

# INSTRUCTION TO BIDDER

## SECTION-I INSTRUCTION TO BIDDER

1.1 This Part of the Bidding Documents i.e. Instructions to the bidder provides the information necessary for bidders to submit responsive bids, opening and evaluation and process for award of contract. If any information provided in this document has conflict with the provision of general conditions, than the later shall prevail.

The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in all parts of tender document along with all amendments/ corrigendum's / addendums before filling the Bid form. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.

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

| S. No. | Module | Link for Training Module |
|---|---|---|
| 1 | Introduction to Seller/Service Provider Functionality | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Intr oduction-Seller-Functionality-v1-1652261184.pdf |
| 2 | Seller/Service Provider Registration Using PAN | **Using PAN** https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Sell er-Registration-Using-PAN-v1-1652261232.pdf **Using Aadhaar** https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Sell er-Registration-Using-Adhaar-v1-1652261280.pdf |
| 3 | Profile Updation (Seller/Service Provider) | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Sell er-Profile-Updation-Approved-07th-Feb- |
| 4 | Secondary User Creation | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Sec ondary-User-Creation-Seller-v2-1652261408.pdf |
| 5 | Overview of Dashboard – Seller/Service Provider | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/Sell er-Dashboard-v2-1652261449.pdf |
| 6 | Vendor Assessment | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_c ont ent/Ve ndor-Assessment-Approved-16th-Feb-2022- |
| 7 | Bid Participation Services | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_con t/Bid |

| | | |
|---|---|---|
| 8 | Earnest Money Deposit (EMD) Process | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_conte nt/EMD-Requirements-Seller-v1-1652262911.pdf |
| 9 | Bill of Quantities [BoQ] – Seller | https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_cont ent/Item-Wise-BOQ-seller-v2-1652262676.pdf |

**TENDER DOCUMENTS**

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

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission

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

**CLARIFICATION OF BID DOCUMENTS**

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in the pre-bid meeting / as mentioned in the NIT.

The Employer will reply to only those queries which are received before the scheduled time and which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like or replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained and the WAPCOS Limited shall remain indemnified on all counts in this regard.

**AMENDMENT OF BID DOCUMENTS**

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

**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.

## SUBMISSION OF BIDS

### Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through GEM Portal (https://gem.gov.in/).

### Technical Bid

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

*Documentary evidence of EMD as per NIT.*

*Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 8 of ITB and other requirements mentioned elsewhere in the Tender document.*

### Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in ***Annexure-A: Financial Bid*** of Bid document. Financial Bid shall be uploaded through GEM Portal of Government of India.

### Deadline for Submission of Bids

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The notice for extension of bid submission date shall be put on GEM Portal of Government of India.

### Modification and Withdrawal of Bids

The bidder may modify or withdraw their bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to WAPCOS. The bid shall be modified / withdrawn on GEM Portal.

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in

forfeiture of earnest money pursuant to ITB clause-3.

**OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER**

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

- Technical Qualification Documents in original as mentioned in "Section-II - Selection and Qualifying Criteria"
- Original of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.
- Note: **In case of MSME bidders, a Banker's Certificate indicating general worthiness or Credit Line/Sanction Letter from Scheduled/ Nationalized Bank as applicable may be provided.**

**1.4 MINIMUM REQUIREMENTS AT BIDDER'S END**

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

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s) / GEM Portal registration

**2 INSTRUCTIONS TO BIDDER**

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

a) The Schedule of Quantity is given in **Annexure-A**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market 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-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.

v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices incompeting for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.

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

vii. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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 as applicable.

viii. 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 EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.

ix. 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

x. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

## 3 EARNEST MONEY DEPOSIT (EMD)

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. Bids not accompanied with EMD shall be rejected as non-responsive.
3. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
4. The bank details of WAPCOS Limited are

   Account Number – 193502000000281
   A/c Holder – WAPCOS Limited
   Bank Name – Indian Overseas Bank
   Branch name: NHB, Gurugram
   IFSC code: IOBA0001935
5. Unsuccessful bidder's EMD will be released after award of work to the Successful bidder.

### Forfeiture of EMD

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be

construed as withdrawal of Bid by the Bidder).

## 4 COST OF BIDDING

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

## 5 LANGUAGE OF BID

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

## 6 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

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

## 7 ANNEXURES

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

| | | |
|---|---|---|
| Annexure- I | :- | BANK GUARANTEE FORMAT FOR EMD |
| Annexure- II | :- | PERFORMANCE SECURITY |

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 Ltd.**

# SECTION – II

# SELECTION AND QUALIFYING CRITERIA

## SECTION- II

## SELECTION AND QUALIFYING CRITERIA

### 1.0 UNDERSTANDING OF AREA OF INTEREST (AOI)

Intending Bidder(s) are advised to carefully study the area of interest (AOI) and examine the details to satisfy themselves before submitting their bids. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must examine the scope of works and technical specifications for preparing the Bid and entering into a contract.

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

### 2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) till 2 hours before last date of tender submission as mentioned in NIT.

### 3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded **with properly readable scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page. Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority.**

| **Format of Check List** | | | | |
|---|---|---|---|---|
| **S.N** | **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 Demand Draft / BG / RTGS / NEFT for EMD as mentioned in NIT in original. | | | |
| c) | Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head. | | | |
| d) | Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years or for years after | | | |

| Format of Check List | | | | |
|---|---|---|---|---|
| **S.N** | **Particular of Document** | **Yes** | **No** | **Page Nos. (from – to)** |
| | incorporation whichever is lower ending on the financial year 2025-26 duly certified by Statutory Auditor of the firm. **(Form-A).** | | | |
| e) | The contractor should not have incurred any financial loss (profit after tax should be positive) in more than two years during last five years or for years after incorporation whichever is lower ending 2025-2026 duly audited and certified by Statutory Auditor of the firm along with UDIN Number. **(Form-A).** | | | |
| | **Turnover:** Average annual financial turnover of the bidder should be **at least 50%** of the estimated cost of work during the last **3 consecutive financial years** or for years after incorporation whichever is lower **ending 2025-2026**. This should be duly certified by Statutory Auditor of the firm along with UDIN Number. **(Form-B).** | | | |
| f) | Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Statutory Auditor of the firm for last 5 years or for years after incorporation whichever is lower ending 2025-2026. | | | |
| | The bidder should also have satisfactorily completed the similar type & nature of works with Govt. department/semi- Govt. department or with State Govt. department or with other PSU as mentioned below during the last seven years ending previous day of last date of submission of tender. **(Form-C).**<br><br>**Eligibility Criteria:**<br>**a. Three similar* completed works costing not less than the 40% of cost during last 7 years.**<br>**or**<br>**b. Two similar* completed works costing not less than 50% of cost during last 7 years.**<br>**or**<br>**c. One similar* completed work costing not less than 80 % of cost during last 7 years.**<br><br>"Similar work" refers to the work involving | | | |

| Format of Check List | | | | |
|---|---|---|---|---|
| **S.N** | **Particular of Document** | **Yes** | **No** | **Page Nos. (from – to)** |
| | supplying of DSM / DTM / satellite imageries data. "Completed work" refer to fully completed work of the amount required as per relevant qualification criteria.<br><br>The bidder shall submit **Experience Certificate(S) or copy of work orders** mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement etc. in support of the experience criteria. | | | |
| g) | The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency **(i.e. the Solvency certificate shall be dated after the date of publication of Tender)** from the Banker for a sum of at least **40% of the estimated cost of work in Original from any nationalized /scheduled bank** and the **Solvency certificate should be addressed to the tendering authority quoting the name of the work.** (**Form-D**)<br>***Note:***<br>***In case of MSME bidders, a Banker's Certificate indicating general worthiness or Credit Line/Sanction Letter from Scheduled/ Nationalized Bank as applicable may be provided.*** | | | |
| h) | Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. **(Form-E)** | | | |
| i) | Copy of PAN Number. | | | |
| j) | **Goods and Service Tax (GST):** Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of | | | |

| Format of Check List | | | | |
|---|---|---|---|---|
| **S.N** | **Particular of Document** | **Yes** | **No** | **Page Nos. (from – to)** |
| | bills. | | | |
| k) | The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation.<br>**Joint Ventures / Consortiums / Associations are not accepted.**<br>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.<br>**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. | | | |
| l) | Bidder should not be blacklisted/ debarred by any Government / semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. **(Form-F).** | | | |
| m) | 'No Deviation Certificate' in prescribed format in Bidder's Letter Head **(Form-G).** | | | |
| n) | Agreement to execute the Integrity Pact **(Form-H).** | | | |
| o) | Bidder shall submit Information on litigation history in bidder Letter Head **(Form-I).** | | | |
| p) | **The bidder shall submit the copy of their empanelment letter with NRSC. Further the bidder should also give an undertaking that they will be providing the data as per the technical specifications given in the tender without any variation whatsoever.** | | | |
| q) | Undertaking on acceptance of Tender Conditions ***(Form-J)*** | | | |

**No information relating to financial quote for the 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.

**Bidders who full fill the above requirements shall only be technically qualified. Nonfulfillment of any of the above requirements by any bidder will automatically**

**lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.**

**OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS**

The Bidder shall submit following Technical Document offline also.

1. **All the documents in ORIGINAL, mentioned in "Section-II: Selection and Qualifying Criteria" in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (p) along with checklist & page numbering** in separate sealed envelope clearly labeled as "TECHNICAL BID" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope. **(*Do Not Submit document at Sr. No. (q) above, with the document of Offline Submission)***
2. **Originals of EMD, in the form of Demand Draft /as per the format and Bank Solvency Certificate** in separate sealed envelope clearly labeled as "EMD AND SOLVENCY" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

***NOTE:***

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

- ***In case of MSME bidders, a Banker's Certificate indicating general worthiness or Credit Line/Sanction Letter from Scheduled/ Nationalized Bank as applicable may be provided.***

***The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected.***

## 4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately before last date & time of submission of bids.

The bidder shall quote rates of BOQ items keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction worker's welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor.

The quoted rates should be inclusive of all taxes (Except GST).

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the

Agency only after uploading of bills by Contractor on GST Portal "to avail Input benefit of GST".

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

**Do not submit the Summary of Cost (BOQ) in the technical bid folder.**

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

## 5.0 OPENING OF FINANCIAL BID

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

## 6.0 AWARD OF WORK

The mode of selection would be on Least Cost Basis i.e. the bidder quoting the lowest financial bid would be awarded the work.

**For & on behalf of Tenderer**

# SECTION – III

# GENERAL CONDITIONS OF CONTRACT

## 1 GENERAL RULES & DIRECTIONS

The contract shall be based on the schedule of unit rates and prices submitted by the bidder. The bidder shall fill in rates and prices for all the items of the schedule of works. The quoted price shall include all the activities covering all works under scope of work and the technical specifications.

## 2 TERMS AND CONDITIONS

**Time of Completion:**

**30 days** from the date of award. In the event of any delay in completion of work in the specified completion time, a penalty of 0.5 (zero point five) % of the remaining part of the contract value, per week shall be charged subject to the maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.

**Performance Guarantee**

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

Successful tenderer shall accept the LOA/LOI within Three (3) days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.

Performance guarantee shall remain valid for a period of 6 (Six) months after successful completion of the work and shall be extended as per requirement of project.

The Performance Guarantee shall be refunded to the Contractor after the six months from the date of receipt of data.

**Note: Confirmation of all Bank Guarantees submitted to WAPCOS by bidders may be sought from issuing bank through Structured Financial Messaging System (SFMS), as per details given below:**
**"Indian Overseas Bank, NHB, Gurgaon,**
**Branch Code: 1935**
**IFSC Code: IOBA0001935**
**Beneficiary: WAPCOS Limited"**
**A/c No: 193502000000281**
**Acknowledgement Number so generated may be provided along with the BG's.**

The Performance Guarantee shall be refunded to the Agency after 60 days of the successful completion of all activities as per the scope of the work or one month from the date of release of final payment whichever is later.

**Variation**

WAPCOS shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Bidder shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Bidder may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided

**Terms of Payment**

All the payments will be made on the basis of completion of work in all respect, acceptance of the data/documents/maps and after receipt of original tax invoice along with relevant documents from the date of certification by the Engineer-In-Charge. No extra amount will be paid over and above the executed work. GST payment will be made on submission of proof/ challan.

The terms of payment shall be as follows:

a) 100% of the contract value on Supply and acceptance of the DSM + DTM Bundle data at WAPCOS Office, Gurgaon

**Taxes and Duties**

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

**Back-to-Back payment:**

"The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Delhi Jal Board (DJB), being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of corresponding payment from Delhi Jal Board (DJB), being Principal Employer/Client. The Associate/Sub - consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received Delhi Jal Board (DJB), then WAPCOS &/or any of its Employee/Officer shall not

be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties".

**Settlement of Dispute**

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

**3. ARBITRATION**

**1. GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES - CLAUSE 1**

**1.1. Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

**1.2. Exclusive Jurisdiction**: Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience.

**1.3. Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre- litigation mediation process stipulated in Clause 2.3 below.

1.4. **The parties expressly agree** that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

**2. STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)**

**2.1. Tier-I: Dispute resolution by Engineer-in-Charge (EIC)**

**2.1.1. Notice of Dispute:** Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

**2.1.2. Contents of Notice:** The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularized notices shall be summarily rejected without prejudice to WAPCOS.

**2.1.3. EIC's Decision:** The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

**2.1.4. Binding Effect:** The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EI C's decision. Absence of a timely request shall render the EIC decision final.

**Tier-II: Departmental Review Committee (DRC)**

**2.2.1. Constitution:** A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

**2.2.2. Review Process:** The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

**2.2.3. Decision & Finality:** The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

**2.3 MANDATORY PRE-LITIGATION MEDIATION**

**2.3.1. Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

**2.3.2. Mediation Parameters:** Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

**2.3.3. Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

**3. CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH**

**3.1 Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

3.2. Mandatory Pleadings: Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.

3.3. Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses

**4. GENERAL PROVISIONS**

**4.1. Severability:** If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.

**4.2 Amendment:** This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.

4.3. Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

**4. LIQUIDITY DAMAGES**

If the bidder fails to complete the job assigned to them as per the scope of the work in the given time mentioned under progress Schedule, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% per week or such smaller amount as may be fixed by accepting authority on the contract value subjected to a maximum of 10%.

The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

**a. FORCE MAJEURE**

For the purpose of and within the scope of the contract by way of indication and

not of limitation the terms `Force Majeure' as employed herein shall mean acts of God, strikes, lockups or other industrial disturbances, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lighting, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either party and which by exercises of due care and diligence neither party is able to prevent or overcome. Should the occurrence of Force Majeure last more than 45 days, both parties have the right to cancel the contract. In such a case, the Consultant will be paid for all the work completed or which has been carried out or performed to the time.

**b. TERMINATION OF CONTRACT AND PAYMENT UPON TERMINATION**

**Termination of Agreement for failure to commence Services:**
If the Agency does not commence the Services within the 14 days period after award of the works, WAPCOS may, by not less than 2 (two) weeks' notices to the Agency, declare this Agreement to be null and void. If the services of the Agency are not found satisfactory, the Contract can be terminated without citing any reason & set the work done at the risk and cost of the Bidder.

**Payment upon Termination**
Upon termination of this Agreement, WAPCOS shall make the only payments to the Agency corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from the Agency to WAPCOS). No payment whatsoever for incomplete stage of work shall be made to Agency.

**5. BLACKLISTING POLICY**

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

**"The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder / tenderer / consultant / contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form-D. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work."**

**6. MAKE IN INDIA**

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

(i) The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017 - Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.

**(ii) Verification of Local Content**

a. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at with the local value addition is made.

b. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**7. RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017**

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

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated,

established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv) The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:

a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means;

**Explanation:**

"Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent of shares or capital or profits of the company;

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

a. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
b. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
c. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
d. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

## 8. PENALTY CLAUSE

The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS due to the delay in completion of works or related reasons.

## 9. OTHER TERMS AND CONDITIONS

i) The Contractor will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area. Adequate fuel should be supplied to the labourers so as to prevent them for damaging the forest.

ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.

iii) The Contractor shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
- Third party liability insurance.
- Worker's compensation insurance in respect of contractor's personnel.
- Any other insurance for public & contractor's personnel in accordance with the relevant provisions of the applicable land.

iv) The agency shall comply with the provisions of the following acts as applicable:
- Contract labour (Regulation & Abolition) Act 1970
- Employees Provident Fund Act, 1952
- Minimum Wages Act, 1948 (Amended)
- Employer's Liability Act, 1938 (Amended)
- Industrial Employment Act, 1946 (Amended)
- Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)

v) The Contractor shall not employ any laborer below 18 years.

a. WAPCOS reserves the right to reject/ cancel the tender without assigning any reason thereof.

## SECTION IV

## FORMS

**LETTER OF TRANSMITTAL**

**(On Bidder Original Letter Head)**

To
The Chief Executive Director (WR&WS),
WAPCOS Limited,

**Sub: Procurement of World DEM hydrologically corrected digital terrain model DSM + DTM (bundle) data**

Ref: -

NIT No: -

Dear Sir,

i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: _____ as per your advertisement.

ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter

iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety

v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

**Date:**

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

**FORM-A**

**FINANCIAL INFORMATION**

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

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

| Years | Gross Annual turnover | Profit/Loss (After Tax) |
|---|---|---|
| 2021-2022 | | |
| 2022-2023 | | |
| 2023-2024 | | |
| 2024-2025 | | |
| 2025-2026 | | |

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

   Unique Document Identification Number (UDIN) ……

**Signature of Statutory Auditor (with Seal)**

**Signature of Bidder(s) (with Seal)**

***Note: (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.***
***(ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2025-2026 duly certified by Chartered Accountant should be attached.***
***(iii) The date of certificate shall not be older than initial date of publication of tender.***

**FORM - B**

**FORM OF CERTIFICATE OF ANNUAL TURNOVER**

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

Certified that following is the annual turnover on works of the individual/firm/company as per returns filed with Income Tax Department for the past 3 (three) financial years.

Name and registered address of individual/firm/company:

……..……..

| S No | Financial Year | Annual Turnover in Rs. lakhs |
|---|---|---|
| 1 | 2023-2024 | |
| 2 | 2024-2025 | |
| 3 | 2025-2026 | |

Unique Document Identification Number (UDIN) ……

**(Signature of Chartered Accountant)**

**(Name of Chartered Accountant)**

**Membership No. of ICAI**

**FORM - C**

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

| Name of work | Allotment / award No & date | Name& address of client who awarded (Including Tele/Fax No. | Contract value in Rs. Original/ revised | Date of award of work | Date of completion original /revised | Actual date of comp | Comp. cost | Type of work | Remarks explaining reasons for delay in work completion if any |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
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**NOTE:**

**1)** The Tenderer should provide information as per this Performa for the firm/company for all similar works as per eligibility criteria's works during last 7 years.

**2)** Certificate / LOI from client for the above information should be attached with the offer.

**FORM - D**

**Form of Banker's Certificate from a Nationalized / Scheduled Bank**

**(in sealed cover addressed to Authority)**

**Name of the Project:**

This is to certify that to the best of our knowledge and information Shri/Smt/M/S…….having registered address ……, a customer of our bank, is/are respectable and can be treated as reliable and solvent for any engagement up to a limit of Rs…… (Rupees…….). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt/M/S ……. for tendering process being invited by WAPCOS for …… **(name of work)**

(Signature)
For the Bank

(Name & Designation of POA number of the bank official
Email: )

**Note:**

1. **Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority.**
2. **In case of MSME bidders, a Banker's Certificate indicating general worthiness or Credit Line/Sanction Letter from Scheduled/Nationalized Bank as applicable may be provided.**
3. **The date of certificate shall not be older than initial date of publication of tender.**

**FORM - E STRUCTURE & ORGANISATION**

| S.No. | Particulars | Details Submitted by |
|---|---|---|
| 1. | Name & address of the bidder | |
| 2. | Telephone no./Telex no./Fax no. | |
| 3. | Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm<br>(b) A partnership firm<br>(c) A limited company or Corporation<br>(d)A Company registered under company's Act 1956/2013 | |
| 4. | Particulars of registration with various Government Bodies (attach attested photocopy) | |
| | Organization/Place of Registration<br>1.<br>2.<br>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-F**

**FORMAT FOR NO-CONVICTION CERTIFICATE**

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

**Subject: No-Conviction Certificate for ---------- (Name of the work / project)**

This is to certify that _____(Name of the organization), having registered office at _____(Address of the registered office) has never been blacklisted or debarred or restricted to apply for any such activities by any Central / State Government Department/Client/ Owner or Court of law anywhere in the country.

This is also to certify that M/s _____(Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

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

**FORM-G**

**FORMAT FOR NO DEVIATION CERTIFICATE**

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

To
Chief Executive Director (WR&WS),
WAPCOS Limited,

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

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have 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-H**
**FORMAT FOR INTEGRITY PACT**
**[To be submitted on Bidder's Original Letter Head]**

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

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

Dear Sir,

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

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

***Annexure-I***

**INTEGRITY AGREEMENT**

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

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the **'Principal/Owner',** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND** ..... (Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the……(Details of duly authorized signatory)

**"Bidder/Contractor" and** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**PREAMBLE**

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

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

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

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

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

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during

the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in

attender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

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

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

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

(1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

(2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS

**Article 7: Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....
..... (For and on behalf
of Principal/Owner)
.....
..... (For and on behalf of
Bidder/Contractor) WITNESSES:

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

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

Place: Dated :

(Name)

**FORM-I**

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

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

To
The Chief Executive Director (WR&WS),
WAPCOS Limited,

**Subject: Litigation History, Liquidated Damages, Disqualification - reg**

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

**SECTION V**
**ANNEXURES**

**Annexure I**
**Form of Bank Guarantee for EMD**
**(To be stamped in accordance with Stamp Act)**
**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref…….** **Bank Guarantee No……..**
**Date……..**

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

Dear Sir,

1. In accordance with Invitation to Bid under your Specification No…… M/s……. having its Registered/Head Office at…… (hereinafter called the 'Bidder') wish to participate in the said Bid or…… and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of…… valid upto ……on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the ……. Bank at …… (local address) having our Head office at …….. guarantee and undertake to pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the amount…….. of …….. (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:
   (1) Our liability under this guarantee is restricted to Rs. ……. (in words & figures).
   (2) This Bank Guarantee will be valid upto ……; and
   (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ……..

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this…….day of……..20…….at……

**WITNESS**

……
(Signature) (Signature)
……
(Name)(Name)
……
(Official Address)(Designation with Bank Stamp)
Attorney as per Power of Attorney No……Dated……

**ANNEXURE II**

**FORM OF PERFORMANCE GUARANTEE**

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

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

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees only) as aforesaid at any time upto __without any demur, reservation, contest , recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its

obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

Notwithstanding 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

i) 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 (12) month after validity of Guarantee**)

Dated this _____day of _____ at New Delhi.

**SECTION VI**

**TECHNICAL SPECIFICATIONS**

***Specification of data:**

The data specifications shall be as following:

| Technical Specifications | | |
|---|---|---|
| 1. | **Particulars** | **WorldDEM - DSM + DTM (Bundle)** |
| 2. | **Sensor Source:** | TerraSAR-X and TanDEM-X |
| 3. | **Sensor** | Radar (SAR) |
| 4. | **Product** | WorldDEM Hydrologically Corrected DSM/DTM Bundle |
| 5. | **Data Generation Methodology** | InSAR Interferometry |
| 6. | **Coverage availability** | Global |
| 7. | **File Format** | GeoTIFF |
| 8. | **Data Type** | 32 Bit, floating |
| 9. | **No Data Value** | -32767 |
| 10. | **Projection** | UTM |
| 11. | **Coordinate Reference System** | Horizontal WGS84-G1150<br>Vertical EGM2008 |
| 12. | **Pixel Spacing** | 5m |
| 13. | **Absolute Vertical Accuracy** | 4m (90% linear error) |
| 14. | **Relative Vertical Accuracy** | < 2m (slope ≤20%)<br>< 4m (slope > 20%)<br>(90% linear point-to-point error within an area of 1° x 1°) |
| 15. | **Absolute Horizontal Accuracy** | < 6m (90% circular error) |

**Note:**

***Area of Interest (AOI) of the data requirement (300 sq km)**

**(for KML file of the AOI please contact at wrd@wapcos.co.in )**

**FINANCIAL BID**

**Form of Quotation**

**Quotation for Procurement of World DEM hydrologically corrected digital terrain model DSM + DTM (bundle) data**

To,
The Chief Executive Director (WR&WS),
WAPCOS Ltd.
76-C, Institutional Area, Sector-18
Gurgaon, Haryana – 122 015.
Tel – 0124-2399431 / 2399427

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid work in conformity with the specifications and terms and condition as specified in the document.

This price will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.
Signed this _____day _____2026

Signature and seal of bidder

or Authorized representative

| | |
|---|---|
| Name of firm | : |
| Address of firm | : |
| Telephone No. | : |
| Fax No. | : |
| E-mail | : |

**Annex - A**
**BILL OF QUANTITIES**

| Sl. NO. | ITEM | UNIT | QUANTITY | Rate (INR) | Total value in Rupees |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | WorldDEM/ Corrected DSM/DTM Bundle Data for the mentioned project site (As per specifications given in Section-VI of the tender document) | Sqkm | 300 | | |
| | | | | **Total Price (Rs.)** | |
| | | | | **Rate of GST @18% (Rs.)** | |
| | | | | **Total price incl. GST (Rs.)** | |

**Note:**

a) The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor/agency 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.

b) The Financial Bid should be uploaded separately along with technical bid before last date & time of submission of Tender Document. No need to submit Financial Bid in hard copy, Submission of Financial Bid in Hard Copy will lead to rejection of Bid.

c) Rate quoted shall be inclusive of GST on GeM Portal

d) No escalation on any account will be payable over and above the total financial proposal.

**Bidders are required to quote the amount on the excel sheet / PDF format on the GeM Portal provided with the tender documents. No financial bid details shall be uploaded in the technical bid.**

*Date:*
*Place:*

**Signature of bidder**
**Name and Stamp**