



**406, ORON BUSINESS PARK, NEAR CINE WONDER MALL,
KAPURBAWDI, THANE-400607.**

TENDER DOCUMENT FOR

**“Appointment of Agency for carrying out topographical
survey for Water Supply / Sewerage Schemes in Maharashtra
State” (2nd Call)**

February 2025

Notice No: WAP/WR/TNA/2025 Dated: 12.02.2025

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING e-TENDER (NIT)**BID DATA SHEET****Notice No: WAP/WR/TNA/2025****Dated: 12.02.2025**

WAPCOS Limited (A Govt. of India Undertaking), invites “E-Tenders” from experienced Agencies and competent bidders for the work as per the following details:

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

The details are following:

1.	Name of Work / Project	:	“Appointment of Agency for carrying out topographical survey for Water Supply / Sewerage Schemes in Maharashtra State” (2nd Call)
2.	Site / Location	:	Maharashtra State
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal (https://gem.gov.in/)
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal (https://gem.gov.in/)
5.	Approximate Cost of work Estimated Cost of Work (Excluding GST)	:	Rs. 30,00,000/- (Rupees Thirty Lakhs Only) + GST = Rs. 35,40,000/- Incl GST
6.	Earnest Money Deposit (EMD)	:	Rs. 30,000/- (Rupees Thirty Thousand only) shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of “WAPCOS Limited” payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission
7.	Solvency Certificate	:	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 and current solvency certificate (i.e., The solvency certificate shall be dated after the initial date of publication of NIT (1st Call) till submission end date of NIT (2nd Call) and be addressed to the tendering authority quoting the name of the work. The certificate should carry the name, designation & power of attorney number of the bank official) Solvency certificate should be from Schedule Commercial Bank from Banker in original for a sum of at least 40% of the estimated cost i.e. Rs. 12.00 Lakhs. The solvency certificate should be

			submitted in original each time and the Scanned copy of Solvency Certificate must be provided along with bid in GEM without which the bid shall be rejected.
8	Project Completion Period	:	The total time period of the contract shall be 30 months from the date of signing of the contract. Which may be extended as per Project requirement on mutually agreed terms & conditions.
9	Validity of Bid/Tender	:	90 Days from Bid Opening date
10	JV/Consortium	:	Not Allowed.
11	Site Visit	:	Not Applicable
12	Last date & time of Procurement / download of tender Document	:	27/02/2025 up to 17:00 hours As per the condition of e-Tendering, the bidder must officially procure/ download the tender documents from the www.wapcos.co.in and https://gem.gov.in in order to bid before the date and time given for procurement.
13	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held.
14	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	:	Within 24 Hrs. after the last date & time for online submission of Bid as per GEM Portal. In the Office of Chief Engineer, WAPCOS, Thane through, Courier or by Hand.
15	Last date & time for online submission of Technical & Financial Bid	:	27/02/2025 up to 17:00 hours
16	Online opening of Technical Bid	:	28/02/2025 up to 17:00 hours
17	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
18	Performance Security	:	3% (Three Percent only) of Contract value within 14 days from the issue of Letter of Award (LoA).
19	Security Deposit	:	2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final Payment
20	WAPCOS Communication address during Tendering and execution of works	:	Chief Engineer, 406, Orion Business Park, Ghodbunder Rd, Kapurbawdi, Thane West, Maharashtra 400607 Email: wapcosmumbai@yahoo.co.in
21	Price Adjustment	:	The rates quoted by the Bidder shall be firm & fixed
22	Delay in completion	:	In the event of any delay in mobilization of manpower / machineries and completion of work in the specified completion time, a penalty of 0.5 % per week subjected to maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount.
Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable): The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME			
If the office of WAPCOS Limited, Thane 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 only. 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, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on [GEM Portal \(https://gem.gov.in/\)](https://gem.gov.in/).

The purpose of this NIT is to provide with information to interested parties 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 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 Ventures / Associations 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 Engineer,
WAPCOS Limited, Thane

SECTION-I
INSTRUCTION TO BIDDER

SECTION-I INSTRUCTION TO BIDDER

1.1 INTRODUCTION

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, then 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_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
3	Profile Updation (Seller/Service Provider)	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard – Seller/Service Provider	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

Module	Link for Training Module
Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EM D-Requirements-Seller-v1-1652262911.pdf
Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

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

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

1. ASSISTANCE TO BIDDERS

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

2. BID SUBMISSION

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

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

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”**

- **Tender Document fee in the form of Demand Draft and Bid security as per mentioned in NIT**

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)

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 Price Schedule. 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 mobilization of equipment/ lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - 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 in-competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
 - vi. The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
 - vii. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the

- work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
 - ix. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with 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.
 - x. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
 - xi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3 EARNEST MONEY DEPOSIT (EMD)

1. An EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks 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 Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD in the form of Bank Guarantee is mentioned is **Annexure I**.
6. The bank details of WAPCOS Limited for submission of EMD are as follows: Account Number – 193502000000405
A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB, Gurugram
IFSC code: IOBA0001935
7. EMD of successful bidder shall be returned after submission of Correct Performance Security after award of work.
8. EMD of all other unsuccessful bidders shall be returned after declaration of Successful bidder and award of work.

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	:	FORM OF PERFORMANCE GUARANTEE
Annexure- III	:	SAFETY CODES

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

**For & on behalf of
WAPCOS Ltd**

SECTION- II

SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

1.0 PRE-BID MEETING

The pre-bid meeting will not be held.

2.0 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded **with properly readable colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

Minimum qualifying criteria / 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)	Original EMD as mentioned in NIT with Scanned copy of Tender Fee, Scanned copy of (DD) & EMD of amount as mentioned in NIT. Exemption in Tender document fee & EMD for registered Micro and Small Enterprises only under MSE: The companies who are registered as Micro and Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of "Quantitative Capacity Per Annum" (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSE.			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head of the firm			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-24 duly certified by Chartered Accountant with UDIN No. of the firm			
e)	<ul style="list-style-type: none"> The bidder should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2023-24. Certificate shall 			

	be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number.			
f)	<ul style="list-style-type: none"> Turnover: Average annual financial turnover of the firm should be at least 50% of the estimated tendered value in last 3 consecutive financial years ending 2023-24. This should be duly audited by the Chartered Accountant doing Statutory Audit (Form-A). Turnover & profit/loss certificate/form must carry UDIN. 			
g)	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant 			
h)	The bidder (as single entity) should have completed similar type of project in last 7 Financial Years ending previous day of last date of submission of tender in India.			
i)	<p>Eligibility Criteria:</p> <p>The contractor should have satisfactorily completed the similar type & nature of works with Govt. department/semi- Govt. department or with State Govt. department or with PSU / as mentioned below during the last seven years ending year 2023-2024</p> <p>) The value of the work of one similar work of 80% of estimated tendered value (24 Lakh- <u>Cost of survey work, excluding DPR and estimate preparation.</u>) during the last 7 years.</p> <p style="text-align: center;">or</p> <p>b) The value of the work of two similar works of 50% of estimated tendered value (15 Lakhs- <u>Cost of survey work, excluding DPR and estimate preparation</u>) during the last 7 years.</p> <p style="text-align: center;">or</p> <p>c) The value of the work of three similar works of 40% of the estimated tendered Value (12 Lakhs- <u>Cost of survey work, excluding DPR and estimate preparation</u>) during the last 7 years.</p> <p>Projects carried out in India shall be considered only for evaluation.</p> <p>Note:</p> <ol style="list-style-type: none"> "Similar work" refers to work involving topographical surveys/ contour surveys, and Alignment surveys using Total Station, DGPS for water supply/sewerage/ irrigation/ water resource projects, etc., carried out in India under a single contract, excluding <u>DPR and estimate preparation.</u> (Form-B). In case multiple works are undertaken in a single rate contract, all such works may be clubbed together within the same agreement to claim experience. The value of similar works will be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion of the work to the last date of submission of bids. 			
j)	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 and current solvency certificate (i.e., The solvency certificate shall be dated after the initial date of publication of NIT (1st Call) till submission end date of NIT (2nd Call)) and be addressed to the tendering authority quoting the name of the work. The certificate should carry the name, designation & power of attorney number of the bank official) Solvency certificate should be from Schedule Commercial Bank from Banker in original for a sum of at least 40% of the estimated cost i.e. Rs. 12.00 Lakhs. The solvency certificate should be submitted in original each time and the Scanned copy of Solvency Certificate must be provided along with bid in GEM without which the bid shall be rejected. (Form-J)			
k)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm. (Form-C).			
l)	Copy of PAN Number.			
m)	Goods and Service Tax (GST): Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.			
n)	The Bidder should possess EPF Registration			
o)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ any other relevant document, as applicable, should be submitted along with a copy of address proof. NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm. <i>The Firm shall be in existence for at least 7 years from the date of Publication of tender on GEM Portal.</i>			
p)	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-D).			
q)	The bidder should have Operational Site/ Project office in Maharashtra mandatory, Copy of Rent Agreement/any other relevant document as applicable, should be submitted.- Deleted			
r)	No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-F).			
s)	Agreement to execute the Integrity Pact (Form-G).			
t)	Bidder shall submit Information on litigation history in bidder Letter Head (Form-H).			
u)	ISO 9001:2015 Certificate Details of the Firm			
v)	MSE Registration Details of the firm (if applicable)			
w)	The bidder is required to submit the names of all the technical personnel proposed to be deployed for this work.			

	(Form-I).			
x)	JV not allowed			
y)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed & stamped by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			
z)	Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			

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

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

3.0 BID EVALUATION:

- From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.
- The evaluation committee shall evaluate the Technical proposals (Bids) based on their responsiveness to the qualifying criteria, sub criteria etc. or as specified in Section-II of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who qualified technically in the submitted technical proposal, and shall notify those bidders whose proposals did not meet the minimum qualifying criteria and were considered non responsive to the assignment, and their financial proposals along with submitted EMD will remain unopened and returned at the address mentioned by the bidders.
- Financial of technical responsive bidder shall be opened and in lowest financial bidder shall be allotted the work.
- The selected bidders have to furnish the 3% performance security within 14 days from the issue of Letter of Award (LoA).
- Security Deposit: 2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final payment.

OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- 1 Originals of EMD and 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, and E-mail on Envelope.

NOTE: *The above envelope 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.*

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 & will not be considered for further evaluation of tender documents.

4.0 CONTENTS OF FINANCIAL BID

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

The Financial Bid is to be quoted in Item Rate Basis (Exclusive of GST) of the Tender Value of Works as mentioned in the **Annexure-A: Form of Quotation and Annexure-1: Price Schedule.**

The estimated cost mentioned in NIT is based on the scope of work of the project. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), TDS, taxes (Excluding applicable GST) if any applicable as per Govt. terms, shall be paid by the Bidder. **The applicable Goods and Services Tax (GST) shall be**

excluded in the quoted cost to Bidder.

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The applicable 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.

The quoted rates/amounts shall be deemed to be firm throughout the project till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.

The contract may be extended, according to the direction of Project Authority, in this case also, the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to Agency to quote the Item Rate accordingly.

Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.

The financial proposal is to be filled by bidder in the Form Annexure-B of Tender Document. After that, same filled Annexure-B, 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. The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

6.0 JOINT VENTURE

- NOT ALLOWED

7.0 BID PRICES

7.1 The bidder shall quote in Item Rate (Exclusive of GST) of the Tender Value of Works as mentioned in the **Annexure-A: Form of Quotation and Annexure-1: Price Schedule.**

The rates should be **inclusive of all applicable taxes & duties, if any, and Exclusive of applicable GST.**

7.2 The quoted price shall include, but not be limited to, the following activities:

- All the survey works in the field, review of reports, office work, including preparation of reports as per Norms, Approval of reports, preparation of Presentation, attending mission visits, maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable Labour etc.;
- **GEM Transaction Charges as per latest GEM Revenue Policy shall be Payable by the user directly to GeM for Acceptance of Work Order.**
- Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
- Taking all necessary safety precautions;

- Clearing sight lines by removal of bushes and scrub.
 - Access to the project site
 - Making of temporary paths for movement of equipment's etc.
 - Any stoppage of works due to any unforeseen reason.
- 7.3 **The quote should include all taxes & duties, calibration, insurance, transportation etc. (Excluding applicable GST) and nothing extra will be paid over and above the contract price as specified in Annexure-A/1.**
- 7.4 Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
- 7.5 Any conditional bid shall be rejected.

8.0 BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 180 (One Hundred Eighty) days from the date of opening of the quotations.

9.0 BID OPENING

Bid opening date & venue are mentioned in Bid Data Sheet. The bidders can send their representatives, if they desire so as to attend the bid opening.

10.0 BID EVALUATION

- From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.
- The evaluation committee shall evaluate the Technical proposals (Bids) based on their responsiveness to the qualifying criteria, sub criteria etc. or as specified in Section-II of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who qualified technically in the submitted technical proposal, and shall notify those bidders whose proposals did not meet the minimum qualifying criteria and were considered non responsive to the assignment, and their financial proposals along with submitted EMD will remain unopened and returned at the address mentioned by the bidders.
- Financial of technical responsive bidder shall be opened and in lowest financial bidder shall be allotted the work.
- The selected bidders have to furnish the 3% performance security within 14 days from the issue of Letter of Award (LoA).
- Security Deposit: 2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final payment.

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

- I. Submitted the application after the response deadline;
- II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- III. Submitted an application that is not accompanied by required documentation or is non-responsive;
- IV. Failed to provide clarifications related thereto, when sought;
- V. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VI. Bid is incomplete and/ or not accompanied by all required documents;
- VII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- VIII. The Qualifications and Experience of the Bidder are not met by the Bidder;
- IX. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

Shortfall Documents

WAPCOS may ask the Bidder for submission of additional documents, if required. These documents shall not be relating to Original data submitted by bidder / submission of EMD/Solvency Certificate. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

Right to Accept/ Reject the Bid

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TIA reserves the right to reject incomplete or incorrect bids.

10.1 OPENING OF FINANCIAL BID

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

11.0 AWARD OF WORK

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 The total time period of the contract shall be 24 months from the date of signing of the contract. However, as per project requirement on mutually agreed terms & conditions, it may be extended as per the project requirement on the same terms & conditions.
- 11.3 Notwithstanding clause 11.1 as above the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

12.0 TERMS AND CONDITIONS

- 12.1 Time of Completion: The total time period of the contract shall be 24 months from the date of signing of the contract. As per Project requirement on mutually agreed terms & conditions, it may be extended as per the project requirement on the same terms & conditions.
- 12.2 The bidder shall mobilize the required manpower as mentioned in the ToR / Scope of Work within 7 days from issue of Letter of Award.
- 12.3 The required resources are to be deployed at Project office as per the project requirements within 7 days from issue of Letter of Award.
- 12.4 Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.
- 12.5 The bidder shall provide the vehicle for inspection of sites whenever required.
- 12.6 The bidder shall submit the reports/maps in hard copies as well as soft copies in scanned as well as editable formats.
- 12.7 The bidder shall make all necessary logistics arrangements to complete the field survey of approved habitations / villages / GP's etc.

13.0 A) PERFORMANCE SECURITY

A performance guarantees of Three (3) % of the value of the work order shall be payable by the successful bidder within fourteen (14) days of award of the work.

EMD/ BID SECURITY of successful tenderer shall be retained until Performance Bank Guarantee (PBG) is submitted.

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

Performance guarantee shall remain valid for period of 24 (Twenty Four) months or one month from the date of release of final payment whichever is later.

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

"Indian Overseas Bank, NHB, Gurgaon,
Branch Code: 1935
IFSC Code: IOBA0001935
Beneficiary: WAPCOS Limited"

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

Release of Performance Guarantee

i. Performance Guarantee	Applicable 3% of Contract Value (This guarantee shall be in the form Demand Draft/ FDR/ BG of any Nationalized /Scheduled commercial Bank accordance with the prescribed form. (PBG will be returned after the completion of works and issuance of the completion certificate)
ii. Time allowed for submission of Performance Guarantee	14 days

B) SECURITY DEPOSIT

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

14.0 VARIATION

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

The Consultant's total remuneration shall be made for the actual quantity executed for topographical survey shall be paid and no revisions in rate for excess / saving in quantities for these items shall be entertained, payment shall be made as per the finally accepted contract price/rate

15.0 PHASING OF PAYMENT

- The payment shall be made in Indian Rupees only.
- The Agency shall be responsible to the concerned officers in charge of the work for the implementation of assignment at district level. The performance of the Agency shall be monitored, reviewed based on the report of Project in charge officers. Consultancy fee will be paid based on the actual work done.
- The Payment shall be made upon Submission of RA bill by the Agency. The Payment to the Agency shall be made upon Submission of correct & true Tax invoice acceptable to WAPCOS only after receipt of payment from Client as per following schedule:

1	Completion of all field related activities, submission of Survey Data/ Drawings and approval of survey data/ drawings by Client/ WAPCOS (in soft & Hard copy)	70% of the corresponding contract value of the work executed.
2	Submission and Approval of DPR by Client/ WAPCOS (in soft & Hard copy)	30% of the corresponding contract value of the work executed.

Note: The above payment terms are for each individual item and shall be paid on achieving the individual item milestone only.

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

- WAPCOS Limited will not pay any amount as advance to the selected bidder.
- The Whole of the quantity mentioned may not be executed as per the requirement of the Bidder. No additional payment will be allowed above the rates quoted on any account.
- The Bidder shall quote the amount exclusive of GST.

1. Payment condition of the final Payment

The final payment shall be made only after the final report have been submitted by the Consultant and approved as Satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services.

15.1. Payment Procedure

Invoice shall be submitted to concern Engineer in Charge of WAPCOS for verification who shall forward the invoice after verification to concerned higher officials of WAPCOS/Competent Authority for his approval for release of payment. The verification of the submitted bills may be done only after the receipt of the payment from client along with payment details of the released amount.

- 1) Invoice shall be submitted to concerned EIC of WAPCOS who shall verify the invoices and submit it to higher officials of WAPCOS/ Competent Authority for his approval and release of payment. The verification of the submitted bills / invoices may be done only after the receipt of the payment from client along with payment details of the released amount

Note:

1. GST payment will be made after submission of proof/ challan and form 3B, if applicable.
2. Taxes as applicable shall be deducted at source as per GOI norms.
3. Number of copies (Hard and soft) submitted by the bidder as required by the client and one final approved copy shall be submitted to WAPCOS.

Back-to-Back payment clause:

“The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Govt. of Maharashtra being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from MJP/Corporation being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from Govt. of Maharashtra, 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”.

16.0 PROGRAMME

The Contractor shall furnish within five days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract.

16.1 Contractors Superintendence and Obligations

The Contractor shall intimate the employer within 3 (three) days the name of the authorized person,

who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub- contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

16.2 Insurance

The bidder shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the bidder, the bidder shall pay compensation to the victims.

16.3 The bidder shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favorable than those required by law.

16.4 In case, any delay occurs due to local hindrance the bidder shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The bidder shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

16.5 No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS at any stage.

16.6 Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Agency's or their Personnel or Sub Consultant/ Sub Contractor/ Vendor or their Personnel for the period of consultancy.

16.7 Third Party liability insurance with minimum coverage, of Rs.2 lakhs for the period of consultancy

16.8 Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

16.9 Worker's compensation insurance in respect of the Personnel of the Agency and of any Sub-consultant/sub-contractor/vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

16.10 Insurance against loss or damage to

- Equipment purchased in whole or in a part with funds provided under this Contract.
- The Agency's property used in the performance of the Services, and
- Any documents prepared by the Agency in the performance of the Services.

16.11 Limitation of Consultant's Liability: The Agency maximum total aggregate liability towards the Client under this contract for all claims, losses, indemnity, damages and expenses in any

way arising from or related to the performance of this Contract, whether resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this contract or equivalent to the professional fees.

17.0 OTHER TERMS AND CONDITIONS

- i) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- ii) The Bidder 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 bidder's personnel.
 - Any other insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land.
- iii) The agency shall comply with the provisions of the following acts:
 - Contract labour (Regulation & Abolition) Act 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer's Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- iv) The Bidder shall not employ any labourer below 18 years.

18.0 ARBITRATION

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

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/ Sub-Consultant/ Sub-Bidder and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order/ Arrangement between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the

Arbitration Clause shall survive and shall be acted upon.

- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi”.

19.0 LIQUIDITY DAMAGES

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

19.2 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. The Liquidated damages penalty will be charged for all delays due to the fault of the Agency at the rate of 0.1 % of contract value per day or part thereof beyond the stipulated period of completion including authorized extensions if any, subject to maximum of 10% of the contract value

20.0 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the Agency or WAPCOS/Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural Phenomenon, including but not limited to floods, droughts earthquakes and epidemics/ Pandemics (i.e. Covid-19 etc.).
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days form occurrence of such a cause, notifies the other in writing of such cause. The Agency or WAPCOS/Client shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/his/her obligations resulting from any force majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS/Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the consultant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or

the failure to provided adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

21.0 Termination of Contract and payment upon Termination

21.1 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' notice 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.

21.2 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.

22.0 Blacklisting policy

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

“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.”

23.0 Make in India

Public Procurement (Preference to Make in India)

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

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

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

make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP (BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

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

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

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

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

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

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

24.0 Provision as per Rule 144(xi) of GFR

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

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

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

25.0 Penalty Clause

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. WAPCOS/ MAHARASHTRA may review, monitor, and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, WAPCOS may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interlaid promptly re-do such engineering services at no additional cost to WAPCOS. In addition, WAPCOS may impose a penalty limited to 10% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion. For any delay in services, WAPCOS may impose penalty at 1% per week on the successful bidder upto the maximum 10% of total contract value. Thereafter, WAPCOS may terminate the contract with the successful Bidder

26.0 TERMS OF REFERENCE

The intending bidder shall be hired for “**Appointment of Agency for carrying out topographical survey for Water Supply / Sewerage Schemes in Maharashtra State**”. The Bidder shall get the work inspected and ensure the quality of works implemented. The bidder shall submit all the above documents / letters / Measurement Book / verifications of bills to Engineer In charge of WAPCOS. Bidder is not authorized to do any kind of direct correspondence with client. Bidder should apprise the Engineer In charge of WAPCOS on daily basis regarding progress of work. Also a weekly meeting may be done with the whole team of the bidder regarding progress.

26.1. The scope of services to be rendered by Bidders is summarized as under:

1. The bidder shall have to carry out reconnaissance and preliminary survey before route alignment survey with important ground features of the area.
2. Collection of existing Water Supply/ sewerage scheme Structures like ESR/ GSR/ WTP/ Sumps/ STP/SPS/ Intake/ Pipelines etc. details
3. Temporary Bench Marks (BM) at approx. every 1.0 Km on permanent structures along the proposed route of pipeline i.e. within 50m side, shall be established and described. Additional bench marks shall be established near the major pipeline crossing sites, if any. The location map of benchmark establishment shall be submitted with level.
4. Survey work is to be started from GTS bench mark established by survey of India or available level nearby existing water supply head work, canal, etc.
5. The survey work will be carried out by Total station instrument or DGPS machine with high accuracy.
6. The survey work is to be done Geo-reference (Northing-Easting) and UTM projection.
7. All the topographical details including railway line, river, canal and road, building up to 30 m on either side of the proposed route of pipeline keeping in view of pipeline laying on route.
8. The Survey agency shall demarcate the all physical features i.e. building line, electric pole, tree, road, slum area, bridges, culvert, observed HFL/HTL etc.
9. The alignment survey shall be at 10 m interval along the propose route of pipeline project.
10. The survey agency shall take cross section survey of the natural drain, canal, river, etc. where proposed pipeline cross the river, natural drain, canal, etc.
11. Alignment shall be plotted on the Map with North being clearly indicated on each drawings. Northing and Easting shall also be properly marked.
12. The Agency shall also collect details of habitations like institution (Schools/ Colleges/ Universities), Commercial Complexes and Residential Population data enrooting the Water Supply/ sewerage Network including Details of RCC Road, BT Road, WBM Road, CC

Road, Earthen Road etc.

13. The Agency/ Bidder shall provide vehicle Transportation facility for WAPCOS official during joint survey and site visits.
14. The contour survey to be carry out for proposed headwork/ STP/SPS/ Park/ River body Rejuvenation etc. at 25m x25m grid with all the topographical details like tree, telephone line, electrical line, canal, river, Revenue number boundary, etc.
15. The contour plan is to be prepared on 1:500 scale with contour interval 0.5m interval.
16. Temporary benchmark to be established at the proposed location of the Headwork/ sub headwork of water supply scheme with reference to GTS benchmark.
17. The railway crossing, road crossing, river crossing, canal crossing on the propose pipeline route to be measured 90 degree as possible.
18. Survey drawings shall be get approved from WAPCOS/MAHARASHTA/PWD
19. In case of the faulty survey data, no payment shall be made to the Agency.
20. All field books, note books, CDs, drawings and other documents containing field data gathered during traverse survey shall be handed over to SIFL, and contractor shall have no claim or use whatsoever. The Agency shall not reproduce any data collected from the work in any form.

27.0 PROCEDURES AND AUTHORITY LEVEL

The Bidder shall carry out the Services as defined in these Terms of Reference or as otherwise required for efficient works execution, while acting in the capacity of the "Representative of the WAPCOS".

Principally, the Bidder has to Carry Out the day-to day qualitative and quantitative inspection of works on the behalf of the Client following the laid down procedures:

The Bidder, during the contract, shall provide the Client through EIC of WAPCOS with daily/monthly / quarterly/ annual reports indicating physical progress compared to the work schedule and cost aspects including amounts certified so far and during that month/ quarter/ year and any financial implication in the reports, the bidder shall also include observations and comments on testing results and quality of workmanship

31.0 REPORTS

All field books, note books, CDs, drawings and other documents containing field data gathered during traverse survey shall be handed over, and contractor shall have no claim or use whatsoever. The Agency shall not reproduce any data collected from the work in any form.

a) 1 Soft Copy & 4 nos. of Hard Copy of all Maps, Drawings, Reports etc.

b) The Agency shall give the compiled softcopy of all Data/ reports scheme wise in a Pen drive of Minimum Capacity 32 GB to WAPCOS.

32.0 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agency who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's anti- fraud and corruption policy.

The Agency shall not publish/ use the content of the report/ document in fully or partially prepared

under this contract without seeking the permission of WAPCOS. The Agency shall not claim the experience of the Assignment for Business purposes without seeking the permission of WAPCOS in writing during the period of the Assignment.

33.0 Responsibility for Accuracy of Project Documents:

- a) The Agency shall be wholly responsible for accuracy of the data collected by them directly or produced from other agencies/ authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. They shall indemnify the Authority against any inaccuracy in the work that might surface during implementation of the projects. The Consultant will responsible for all the correction at their own cost and risks, the drawings, including survey/investigations and correcting layouts etc if required during the execution of the services.
- b) The Agency shall be fully responsible for all accuracy of designs and drawings of all the components involved in the projects and fully checked by the Senior Engineer after completion of drawings & designs.
- c) All the designs, drawings, reports and other documents etc. prepared by Agency shall be signed by its Team Leader and the concerned specialist.

35.0 Other General conditions of Contract

- 1) The entire work shall be carried strictly as per specifications and workmanship the entire work shall be carried strictly as per specifications and workmanship manner and as per standard practice.
- 2) Any damage to the Existing property will be made good at Agency risk and cost.
- 3) Agency will make his own arrangements for travel, accommodation and boarding for his workmen at work place.
- 4) WAPCOS will not be held responsible for payment of any compensation to the Manpower/ Resources engaged by Bidder. Bidder will pay all compensations etc. including accident compensations due to his Manpower/ Resources.
- 5) Selected Agency has to follow the working hours, working days and Holidays of Government of Maharashtra. However, resource shall be available on a holiday if so, is required by Client. No extra payments will be made for working on extended hours Saturdays/ Sundays/Holidays to meet the committed/required time schedules.
- 6) The Agency shall follow all safety rules and security procedure that are in force during execution of work & comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments as the case may be that may apply to his case. And if necessary get himself duly registered as require by the said acts, statutes, rules, regulations etc.
- 7) The Project cost Mentioned in the Tender is Tentative which can be change during the execution by the Principal Client. The Employers reserves the right to delete/ substitute any number schemes from the list as per requirement of Principal Client. No change in the quoted Item Rates shall be acceptable on account of this.
- 8) Any other charges incurred by Agency but not payable as per this work order, will not be paid / reimbursed. All the liabilities of the work requirement of Principal Client under the scope as per Main Agreement of WAPCOS with the client shall lies be with the Agency.
- 9) Agency to quote the rates including all Manpower, office, Transportation, etc. and any other taxes & levies Excluding applicable GST.
- 10) The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS

Ltd. due to any changes in market prices for any commodity including Diesel.

- 11) **The Payment shall be strictly made to the agency on Back to Back basis i.e. after receipt of payment from Principal Client to WAPCOS in accordance to the Payment Schedule mentioned in the tender document.**
- 12) The Employer reserves the right to terminate the agency at any time after award of work in case of any faulty/ non-satisfactory services/ non-deployment of resources within given Mobilization Period/ complaint from Principal Client.
- 13) In case of any penalty imposed upon WAPCOS from the Principal Client due to faulty services of the selected agency, the same shall be recovered from the Agency.
- 14) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 15) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract.

SECTION III

FORMS

LETTER OF TRANSMITTAL

(On Bidder Original Letter Head)

To

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

Sub: “Appointment of Agency for carrying out topographical survey for Water Supply / Sewerage Schemes in Maharashtra State” (2nd Call)

NIT No: -

Dear Sir,

- i) I/We downloaded/obtained the tender document(s) for the above mentioned Tender/Work from GeM Portal. 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)
Name and seal of Bidder

Date:

Place:

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 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)
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

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 Chartered Accountant (with

Signature of Bidder(s) (with Seal)

Note: Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2023-2024 duly certified by Chartered Accountant should be attached.

FORM - B

STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED
DURING THE LAST 7 YEARS OR PRESENT FINANCIAL YEAR

Sr. No.	Name of Client	Name of Project	Location (State)	Project Cost in Cr.	Consultancy Fees in Rs. Cr.	Start Date	Completion/ Expected Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

NOTE:

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

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

Assignment/ Project Details

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name Address, Email Id & Contact	Total No. of staff-months of the assignment:
number of Client:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any: Nil	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Brief description of Project:	
Scope of services rendered by the consulting firm :	

Signature of Bidder(s)

FORM - C
STRUCTURE & ORGANISATION

No.	Particulars	Details Submitted by Bidder
1.	Name of the bidder	
2.	Registered office Address	
3.	Contact Details, Telephone, Email address	
4.	Year of Establishment	
5.	Office Address with Contact Details, Telephone, Email address	
6.	Nature of Company Proprietorship/Partnership/ Private Ltd./ Limited etc.	
7.	Name of the Director /Partners /Proprietor	
8.	Firm turn over for last 5 years i.e. for FY 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24	
9.	Firm net worth for last 5 years i.e. for FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24	
10.	Details of Authorized Signatory & Address of Communication Name: Designation: Email id: Mobile Number & Office No.: Address:-	
11.	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.	
12.	Any other information considered necessary but not Included in above.	
13.	NSIC & MSME Registration Details	
14.	Copy of PAN Card	
15.	Copy of GSTIN Registration Certificate	

Signature of Bidder(s)

FORM-D

**FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING
AGENCY**

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

Name of Work: Appointment of Agency for carrying out topographical survey for Water Supply / Sewerage Schemes in Maharashtra State". (2nd Call)

Ref: Tender No.....Dated.....

To

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Limited. Further, we hereby confirm and declare that we, M/s. _____ Is _____ not blacklisted/ Deregistered/ debarred by any government department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works /Services during the last 5 years.

Yours faithfully,

(Signature, name and designation of
the Authorized signatory)

Date:

Place:

FORM-E
FORMAT FOR UNDERSTANDING THE PROJECT SITE

Deleted

Description of Approach, Methodology for Performing the Assignment/Job

Deleted

~~The Bidder should submit the Approach & Methodology as per following:-~~

- ~~1. Understanding of the Assignment and scope of the work~~
- ~~2. Approach, Methodology for performing the assignment, equipment's & Team Deployment Plan, Strategy to work within Time Bound Period, Work Plan~~
- ~~3. Data capture application~~
- ~~4. Reporting Mechanism~~

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

To

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

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

Dear Sir,

With reference to above this is to 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-G
FORMAT FOR INTEGRITY PACT
[To be submitted on Bidder's Original Letter Head]

To

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

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 in 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 B

ENCLOSURE-1
INTEGRITY AGREEMENT
[To be submitted on Stamp paper of At least Rs.500]

This Integrity Agreement is made at on this day of 2024

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/Agency**" 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 Agency(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 endeavor 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)/Agency(s)

- (1) It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Agency(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the 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)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the 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)/Agency(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (4) The Bidder(s)/Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Agency(s) will not directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may 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)/Agency(s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s) / Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the agency shall have powers to disqualify the Bidder(s) / Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the 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/Agency.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency 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/Agency as deemed fit by the Principal/ Owner.

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

Article 5: Equal Treatment of all Bidders/Agency's/Sub-agency's

- (1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agency's.
- (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 Agency/Vendor 24 months after the completion of work under the contract and which may be extended as per client/Project requirement on mutually agreed terms & conditions., 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 Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- (6) It is agreed term that a person signing Integrity Agreement / Pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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/Agency) WITNESSES:

1.

(Signature, name and address)

2.

.....

.

(Signature, name and address)

Place:

Dated:

FORM-H
FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION
[To be submitted on Bidder's Original Letter Head]

To

Chief Engineer

406, Orion Business Park,

Ghodbunder Rd, Kapurbawdi,

Thane West, Maharashtra 400607

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM I
DETAILS OF TECHNICAL PERONNEL PROPOSED

S. No	Position	Propose Name	Educational Qualification	Total Experience in Years
1				
2				
3				
4				
..				
..				
..				

FORM - J
Form of Banker's Certificate from a Scheduled Bank (Solvency)
(in sealed cover addressed to Authority)

To
Chief Engineer
406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607
Name of the work:

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 **“Appointment of Agency for carrying out
topographical survey for Water Supply / Sewerage Schemes in Maharashtra State”**

(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 and official email of the issuing bank must be mentioned.**
- 2. The date of certificate shall not be older than initial date of publication of tender.**

SECTION IV ANNEXURES

Annexure – I
BANK GUARANTEE FORMAT FOR EMD

To

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

Dear Sirs,

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 favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to 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 up to.....; 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 authorized 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

To,
Chief Engineer
406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

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 _____ (Bidder's name & address) (hereinafter referred to as "the Bidder" 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 Bidder, resulting into a contract valued at Rs.

_____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs _____ (Rupees _____ only) (3% of the said value of the Contract to the Employer.

We, _____ (name & address with issue branch mail id of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Bidder 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 Bidder. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

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

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency'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 month after validity of Guarantee**)

Dated this _____ day of _____ at _____.

ANNEXURE: III SAFETY CODES

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

1.2 OBJECTIVES

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

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

2.0 GENERAL

- 2.1 These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.
- 2.2 OWNER/CONSULTANT will assist Contractors in any practical way to facilitate safe working, and requires full co-operation in observing these rules.
- 2.3 The rules for Health and Safety specified herein are in no way intended to relieve the Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.
- 2.4 In all matters arising in the performance of the Contract, the Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.
- 2.5 The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.
- 2.6 The Contractor's representative on Site shall communicate details of these rules for Health, Safety and Environment to all Contractors' employees and to all Subcontractors and Subcontractors' employees employed on the Site.
- 2.7 The requirements of the Client/Owner's existing Site Rules/Regulations form part of the Contract and in the case of conflict between the OWNER/CONSULTANT'S rules, the highest standard shall be applied.
- 2.8 At the tender stage OWNER/CONSULTANT will require to see a copy of the Contractor's policy, organization and arrangements for the Health and Safety at Work. The Contractor shall have submitted complete documents Health and Safety Questionnaire. Contractor

shall deploy safety officer of adequate experience at each work site or during each shift including Sunday/holiday with approval of EIC/Owner.

3.0 SITE HEALTH, SAFETY AND ENVIRONMENT INDUCTION

3.1 All personnel shall receive OWNER/CONSULTANT and Contractors' site Health, Safety and Environment induction before they commence work on site. The induction shall comprise information on the various hazards which they may come into contact with, instructions on the site emergency procedures, warning and alarm systems, and permit to work system, first aid locations, welfare facilities, access routes and project specific rules.

3.2 It is the responsibility of the Contractor to familiarize all new personnel to the Project on the actual location of muster points, fire alarm points, first aid stations and the like.

4.0 DEMARCATION

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

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

5.0 ACCESS TO THE CLIENT'S FACILITIES/BUILDINGS

5.1 The Client's Facilities, including the canteen/cafeteria and toilets shall not be used by Construction Personnel.

5.2 Construction Personnel shall not enter any of the Owner's building unless escorted by a member of the OWNER/CONSULTANT'S staff (or working with prior agreement to Owner's Permit to Work System).

6.0 BEHAVIOR ON SITE

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

7.0 SMOKING, EATING AND DRINKING

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

8.0 DRUGS AND ALCOHOL

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

9.0 PERMIT TO WORK SYSTEM

- 9.1** All construction works will be carried out under a permit to work system. It is designed to protect personnel and plant and consists of an organized and predefined safety procedure. It forms a clear record of all foreseeable hazards which have been considered in advance of construction operations.
- 9.2** The identities of the permit "Issuing Authority" will be OWNER and the "Permit Acceptor" will be the Contractor.
- 9.3** The following types of permits will be issued:
- Clearance Certificate - all other permits are invalid without this Certificate, (this certificate can be used for general work).
 - Excavations Work Permit.
 - Working at Height work Permit.
 - Road Closure Work Permit.
- 9.4** Written requests for permits must be submitted to Owner at least twenty-four hours in advance and the permits will be issued daily. Permits shall be given to Safety Officers of the contractor, by representatives authorized by Owner in approved formats.

10.0 ACCESS, SITE PASSES AND SECURITY

10.1 Passes

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

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

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

10.2 Security

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

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

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

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

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

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

10.3 Construction personnel will not be admitted to the Construction Areas unless they have undergone Owner/ Consultant's induction, and received a security pass. **No Induction, No Pass, No Access to the Site**

10.4 OWNER/CONSULTANT reserves the right to deny access to the Construction Site/Areas and/or the Construction Car parks to any person, or vehicle.

10.5 Individuals may be excluded from and refused future entry to the Site and/or Construction Areas for any breach of Safety or Security Rules, or exceeding the speed limit (20 mph on roads leading to the site off the public highway and 5 mph in the construction area).

10.6 No plant/skip waste or materials may leave the Construction Area without the clearance of OWNER/CONSULTANT.

10.7 The taking of photographs on the site is prohibited.

10.8 Vehicles with children under the age of 16 years or animals onboard will not be allowed access.

10.9 Visitors will only be allowed by appointment (two days' notice to OWNER/CONSULTANT is required). Visitors shall be accompanied by a member of the Contractor's team (who has received Health, Safety and Environment Induction) at all times. The visitor will have to obtain a visitor's pass, and be collected from and returned to the main gate.

10.10 Each Contractor will keep a daily register of who is on site. The register will record name, pass number, time-in and time-out (records on time-clocks will not be permitted). This information shall be used to check personnel (roll call) in the event of an emergency.

11.0 PARKING, DELIVERIES AND VEHICLE PASSES

11.1 Contractors' personnel shall not be allowed to park any vehicle on the main car park or site. All contractors shall park in the Contractors' Temporary Car Park.

11.2 The Contractor shall arrange transport between the parking area(s), the main site gate and the Contractor's establishment and working areas if judged to be necessary.

11.3 Vehicles used solely for transporting of tools and equipment may be allowed access to the working area(s) for unloading/loading only.

11.4 Owners of vehicles parked illegally will have their car pass taken off them and told to remove the vehicle from site. They may have their site pass withdrawn and be refused further access to the Construction Site.

11.5 The Construction Areas will be restricted to construction plant and delivery vehicles.

11.6 The speed limit on site is 10 mph on the approach roads leading to the site off the public highway and 5 mph on the construction areas.

12.0 SITE OPENING AND CLOSING TIMES

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

13.0 SITE SUPERVISION

13.1 The Contractor must ensure that an employee of suitable seniority and authority, with responsibility for Health and Safety, is always present on site during the course of the works, to supervise and direct the Works and to receive and implement instructions from OWNER/CONSULTANT. Seven days before commencing works on site, the Contractor must notify OWNER/CONSULTANT of the name of that employee.

13.2 All supervisory staff shall be made aware of their responsibilities for safety.

14.0 TRAINING, COMPETENCE OF EMPLOYEES AND NOTIFICATION OF HAZARDS

- 14.1** Each Contractor must ensure that all his supervision and employees have had adequate safety training and are experienced to carry out their work safely, prior to starting on site. Training should be continuous throughout a project and should include regular toolbox discussions, (on site briefings at the start of each working day/shift).

To this end, the Contractor must also ensure that specific hazards likely to be experienced on the Site, whether notified to them or discovered by them, are notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their Subcontractors and, where discovered by them, to OWNER/CONSULTANT.

- 14.2** Where particularly severe or unusual hazards may arise on site, OWNER/CONSULTANT reserves the right at no additional cost to request Contractors' employees to attend special safety training and instruction sessions, whether carried out on site or externally. OWNER/CONSULTANT also requires Contractors' employees to undergo specified induction safety training. These aspects should be checked prior to submission of Tenders or execution of the works

SECTION – V FINANCIAL BID

ANNEXURE – A
(On Letter Head of Bidder- To be uploaded along with Technical Bid)
Form of Quotation

To,

Chief Engineer

406, Orion Business Park,
Ghodbunder Rd, Kapurbawdi,
Thane West, Maharashtra 400607

Email: wapcosmumbai@yahoo.co.in.

Contact No. +91-9527121232/9819726801

Subject: - “Appointment of Agency for carrying out topographical survey for Water Supply / Sewerage Schemes in Maharashtra State” (2nd Call)

Reference: _____(NIT Number)

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 as described in the NIT Document, in conformity with the Scope of works and terms and condition as specified in the document.

I/We the undersigned, declare that the price Quoted Online in BoQ will remain valid for 180 (One Hundred Eighty) 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 Bid you may receive. Signed this

_____Days__2024

Signature and seal of bidder or Authorized representative

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

Annexure-1
PRICE SCHEDULE

S. No	Item	Quantity	Unit	Unit Rate (Rs/Unit)	Total Quoted Amount in Rs
A	Survey Works				
1	Alignment Survey using TS/ DGPS for Water Supply/ Sewerage Scheme including removing obstructions of shrubs necessary for survey	1200	Km		
	Total				
	GST @ 18%				
	Grand Total Including GST				

Note:

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

Authorization Sign and Seal of Bidder

Date: _____