



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

76-c, Sector 18, Institutional Area,
Gurgaon, Haryana- 122015

REQUEST FOR PROPOSAL DOCUMENT

FOR

**Hiring of Agency for providing assistance in Preparation of
Detailed Project Report for the Development of Ajmer &
Bharatpur Bus Stands on BOT Model**

WAPCOS LIMITED

Request for Proposal (RFP)

WAPCOS LIMITED invites online tenders for on QCBS (80:20) basis from the Reputed, Resourceful, Experienced and eligible Consultant Firms for the work as per the following details:

Tender No	WAP/RAJASTHAN/DPR/2024/01
Tender Invitation date	As per bid document
Type of the Tender	Open Tender
Name of Work	Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model
Client	WAPCOS LTD
Time for Completion of Work	As per bid document
Joint Venture	Not Applicable
Estimated Tender Cost of the project	Rs. 42,00,000/- (excl. GST)
Amount of Earnest Money Deposit	Rs. 84,000/- (Refundable)
Offer Validity	90 days from the date of submission of Bid
Last date of Online Submission of Bid	As per bid document
Date & Time of opening of Bid	As per bid document
WAPCOS Contact information	Chief Engineer-L1 (INFS-III) WAPCOS Limited, 76-c, Sector 18, Institutional Area, Gurgaon, Haryana- 122015 Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in Contact: 0124- 2397391
GeM help desk	Bidders may contact GeM support desk over telephone at 07556681401, 07556685120, 01169095625 or through email: helpdesk-gem@gov.in or www.gem.gov.in for assistance in this regard

Exemption in EMD for Micro & Small Enterprises registered with NSIC/MSME: The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD/ Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

The envelope shall be under sealed cover duly super scribing the name of the project and name of the work before submission.

Bids shall be submitted at the following address:

Chief Engineer-L1 (INFS-III)

WAPCOS Limited,

76-C, Sector 18, Institutional Area,

Gurugram, Haryana-122015

Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in

Contact No: 0124-2397391

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidders must ensure that the quoted rate shall be inclusive of all direct/ indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant costs and taxes.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available on the GEM portal. The prospective bidders are advised in their own interest to regularly check the designated website for any further information related to this tender.

The technical and financial bids shall be uploaded on the GEM portal. In case the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

S/d

Chief Engineer-L1 (INFS-III)

WAPCOS Ltd.

SECTION -1

GENERAL CONDITIONS OF BIDDER (GCB) / INSTRUCTION TO BIDDERS (ITB)

INVITATION FOR PROPOSAL

Introduction:

INSTRUCTIONS TO BIDDERS (ITB)

1.0. Tender Procedure			
ITB 1.1	General	1.1.1	<p>This Tender Document has 3 main sections viz. Instruction to Bidder (ITB)/General Conditions of Bidder (GCB), Annexures, General Conditions Contract and Special conditions of contract. In case of a conflict the following priority of documents is set:</p> <ol style="list-style-type: none"> 1. Special Conditions of Contract (SCC) & its annexures 2. General Conditions of Contract (GCC) 3. General Conditions of Bidder and its Annexures <p>Bidders should note that all the pages of this Tender along with the Bidders' submissions should be signed and stamped by the Authorised Signatory. In case of any contradiction between two documents the decision of Engineer In Charge shall be final and binding.</p>
ITB 1.2	Employer	1.2.1	WAPCOS LIMITED
ITB 1.3	Presentation of Tender	1.3.1	As per GeM submission guidelines in RFP.
ITB 1.4	Language of the Tender	1.4.1	The technical and financial proposals as well as all communication related to the present Tender shall be prepared in English language.
ITB 1.5	Submission of Tender	1.5.1	As per Request for Proposal Read relevant e-tender submission guidelines.
ITB 1.6	Validity Period of Tenders	1.6.1	The period of validity of the Tenders is 90 days, counted from the deadline for receipt of Tenders.
ITB 1.7	Information Visit to Site and Pre- Bid Meeting	1.7.1	<p>Tenderers are invited to carry out an information visit to the site in order to familiarise themselves with the local conditions relevant for the execution of the services to be provided.</p> <p>The Bidder shall not be entitled to hold any claim against WAPCOS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.</p> <p>It is understood that all information visits to the site are at the Tenderer's own expense and risk.</p>
ITB 1.8	Request for Additional Information	1.8.1	<p>The queries shall be addressed to Chief Engineer-L1 (INFS-III) WAPCOS Limited,</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

			76-C, Sector 18, Institutional Area, Gurugram , Haryana-122015 Email: wapcos.rud@gmail.com , & commercial@wapcos.co.in Contact: 0124-2397391
ITB 1.9	Amendments to the Tender Dossier	1.9.1	Corrigendum / Addendum, which form part of the tender document, shall be published only in the company website and GeM website: www.gem.gov.in , and bidders are advised to check the websites regularly for the updates related to the tender before submitting the offer.
ITB 1.10	Association	1.10.1	NA
ITB 1.11	Pre-selected Consultants	1.11.1	No Pre-Qualification Envisaged.
2.0 Contents of the Tender			
ITB 2.1	Technical Proposal	2.1.1	The technical proposal shall contain: a) Critical Analysis of Project Objectives and Terms of Reference (TOR) b) Key Staff
ITB 2.2	Financial Proposal	2.2.1	Price quoted shall be inclusive of all expenses towards the total scope of work. All costs associated with the assignment shall be included in the financial proposal. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. Price bid shall not contain any alterations / conditions / notes whatsoever. The basic price quoted shall be inclusive of GST but including all other applicable taxes, cess, duties, fees, other charges etc. required to be paid under the Contract or as required by the applicable laws or as required by the laws of India.
3.0 Payment Conditions			
ITB 3.1	Currency	3.1.1	The currency of the proposal shall be in Indian rupees (INR)
ITB 3.2	Taxes and Duties	3.2.1	Mandatory Deduction of TDS as per Income Tax act shall be done from the payment due for applicable payments.
ITB 3.3	Price Adaptation	3.3.1	The contract is on Lump-Sum basis and no price adaptation shall be applicable.
ITB 3.4	Terms of Payment	3.4.1	As Per GCC/SCC Annexure - 2 (Time schedule and payment terms) <ul style="list-style-type: none"> Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time. TDS, wherever applicable, shall be deducted as per applicable act/law/rule

TENDERING MODALITIES

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING THROUGH GEM PORTAL.

Preparation of Bids

Bidders Responsibility

- a) The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the Employer be responsible for any part of the tender documents submitted by him.
- b) Irrespective of whether or not the Bidders have sent the pre-bid queries, they shall be deemed to have taken into account all relevant factors pertaining to the work as defined in the tender and clarifications/ modifications/ additions given in Pre-Bid clarification, if any, or addendum issued, if any, in the preparation and submission of the Bid.

1.1 Documents Comprising the Bid

The technical and financial bids shall be submitted online on GEM Portal. Technical Bid to be prepared and submitted by the bidder for consideration shall comprise of the following:

- a) Mandatory criteria, preliminary technical & financial criteria, key expert personnel details, Evaluation Criteria as per Annex-A
- b) Letter of Transmittal as per Annex B
- c) Financial Information as per Annex C
- d) Structure and Organization as per Annex D
- e) FORMAT for No-Conviction Certificate (On the letter head of the Organization) as per Annex E
- f) Format for Undertaking for Blacklisting/Non-Debarment as per Annex-F
- g) Form of bankers' certificate from a scheduled bank as per Annex G,
- h) Format for Undertaking as per General Financial Rule as per Annex-H
- i) Form for Integrity Pact and agreement as given format by WAPCOS.

1.2 Bid Prices

1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole work as described in *ITB Clause-2.2* based on the prices submitted by the bidder.
 - i. The bid should include the complete scope of the tender.
 - ii. The Bidder shall quote his price in the stipulated format in Indian Rupees. All payments under the contract resulting from the bid process shall be paid in India in INR only. Accordingly, only bids quoted in INR shall be treated as responsive to the bid process. The price quoted by the bidder shall be based on Lump-Sum basis and amount quoted will remain fixed during the entire period of contract, including the extension, if any and should be for undertaking the entire project in

all respects as per the bidding document. Price quoted by the bidder with additional conditions shall not be accepted and same is liable to be rejected.

2. Prices quoted by the Bidder will include all costs towards Software, Equipment, survey & investigation works, travel, manpower and other costs, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, statutory payments like PF, ESI, applicable Professional Tax etc. to its employees, cost of insurance to this contract, all applicable tax liabilities like, Income Tax & Surcharges, etc.
3. GST shall be paid on submission of GSTR 1 & GSTR 3B towards proof of deposit of tax by TA.

1.3 Bid Validity Period

Bids shall remain valid for acceptance for a period of 90 days from the date of opening of bids. In exceptional circumstances, prior to expiry of the original bid validity period, WAPCOS may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required/ nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly. The provision of *ITB* regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

1.4 Bid Security / Earnest Money:

The bidders who wish to participate in the bid needs to make following payment within the period of bid submission:

Earnest Money Deposit (EMD) of Rs. 84,000/- to WAPCOS which shall be deposited through RTGS/ NEFT in the Bank as per the details given below:

Name	WAPCOS LIMITED
Name of Bank	Indian Overseas Bank
Bank Account Number	193502000000405
IFSC Code	IOBA0001935
Branch Address	National Horticulture Board Building, G 85, Industrial Area, Sarhol, Sector 18, Gurugram, Haryana 122015

1. The Unique Transaction Reference (UTR) of RTGS/ NEFT shall have to be uploaded by the Bidder in the e-tendering system by the time of submission of bid.
2. The EMD shall be payable to WAPCOS without any condition(s), recourse or reservations
4. The Bid will be rejected in case EMD is not submitted. Request for adjustment of pending bills or credit towards Earnest Money Deposit will not be entertained.
5. The EMD of unsuccessful bidders will be returned not later than 45 (forty five) days after the expiry of bid validity without any interest.
6. The EMD of the successful bidder will be discharged after the bidder has furnished the required acceptable performance guarantee.
7. The EMD shall be forfeited:
 - i If a bidder withdraws the bid after bid opening during the period of validity;

- ii In the case of a successful bidder –
 - fails to Sign the Agreement within the 15 days from the date of issue of LOA.
 - fails to furnish the required performance security.
 - fails to commence the work within the stipulated time period prescribed in the contract.
- iii If a bidder Hides/misrepresents fact
- iv If a bidder Refuses to accept Letter of Award
- v If a bidder Tampers/modifies Price Bid Template in any manner
- vi If a bidder Gets involved in any corrupt, collusive, coercive or fraudulent practices

Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Udyog Aadhar or any other organization recognized by Ministry of MSME, Govt. of India are exempted from payment of EMD.

1.5 Bidding Condition

The bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted bid for the bidding documents shall be liable for rejection.

1.6 SUBMISSION OF BIDS

Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through GEM Portal.

1.7 Technical Bid

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

Documentary evidence of having deposited the Tender Fee and EMD quoting reference of RTGS/NEFT

Signed & scanned copy of all duly filled Forms and Annexures as per clause of ITB and other requirements mentioned elsewhere in the Tender document

1.8 Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in the Bid document in Percentage basis rate format. Financial Bid shall be uploaded through GEM Portal of Government of India.

2.0 Deadline for Submission of Bids

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

3.0 Modification and Withdrawal of Bids

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

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause.

4.0 WAPCOS's Right to accept any Bid and to reject any or all Bids

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

5.0 Bid Opening & Evaluation

WAPCOS shall open the bids as per electronic bid opening procedure. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. WAPCOS will open the bids in the presence of Bidders' representative who wish to attend at the time, date and venue as mentioned in NIT.

6.0 Evaluation of Bid

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

- i. Bid is incomplete and/ or not accompanied by all required documents.
- ii. Bid is not in conformity with the terms and conditions of tender document.
- iii. Specifications stipulated in the tender document are not met by the bidder
- iv. Any other reasons due to which WAPCOS finds that the bidder is not eligible.

WAPCOS will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. WAPCOS may waive off any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.

WAPCOS shall evaluate the Bid based on the documents submitted by the Bidder.

Evaluation of the Bids shall be based on Quality cum Cost Based Selection (QCBS). Price bids of all bidders whose bids are found to be technically qualified as per evaluation criteria shall

be opened for financial evaluation and the bidder quoting least shall be eligible to be declared as successful bidder subject to terms and conditions of the tender.

COST OF BIDDING

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

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.

CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

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.

For & on behalf of Tenderer

MINIMUM ELIGIBILITY REQUIREMENTS

GCB Annex - A

MANDATORY CRITERIA (Table - 1)

Scrutiny of the proposals for responsiveness will be done to determine whether the bidders meet the preliminary eligibility criteria as defined as under.

Table-1			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.	Certificate of incorporation /registration.	Complied (Yes/No) Page Reference to the supporting documents attached.
2	The Bidder should not have been blacklisted by central or state governments, PSU's, bilateral funding agencies in India/abroad.	Self-certification by Company secretary or equivalent	Complied (Yes/No) Page Reference to the supporting documents attached
3	Copy of PAN Number	Copy of PAN Card	Complied (Yes/No) Page Reference to the supporting documents attached
4	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	Copy of GST Registration Certificate	Complied (Yes/No) Page Reference to the supporting documents attached

Note: A "NO" in any of the above will lead to the bidder being rejected at this stage itself. Further a "yes" should strictly be accompanied by supporting documents for assessing bidder's primary eligibility (rejection criteria)

PRELIMINARY TECHNICAL & FINANCIAL CRITERIA

Table-2			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	Receipt of Tender fee Transaction		
2	Receipt of EMD Transaction		
3	Letter of Transmittal in Bidders Letter Head(Annex-B)		
4	Average Annual Turnover during the last three (03) years ending 31st March of 2024 should be at least Rs. 21,00,000/- (Rupees Twenty One Lakhs Only) (Consultancy receipts). The firm /agency shall provide financial turnover of the firm for the last Three years (Ending March 2024) duly certified by statutory auditors / Chartered Accountant.(Annex-C) The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.	Copy of certificate from Chartered accountant /Statutory auditor along with copy of Balance sheet	Complied (Yes/No) Page Reference to the supporting documents attached.
	The Consultant should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending March 2024 duly audited by the Chartered Accountant.		
	Full Balance Sheet and Profit & loss Statement of Bidder for Last 5 years ending last financial year should be verified by Independent Chartered Accountant. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.		
5	Structure and Organization (Annex- D)		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

6	Non Conviction Certificate (Annex – E)		
7	Undertaking for Blacklisting/Non-Debarment as per Annex-F		Complied (Yes/No) Page Reference to the supporting documents attached
8	<p>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 from Nationalized/ Scheduled Commercial Bank with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate <u>((i.e. the solvency certificate shall be dated after the date of publication of NIT and be addressed to the tendering authority quoting the name of the work))</u> from the Banker in original for a sum of at least Rs 16,80,000 in order to fund the project till the time the invoices get paid. (Annex-G)</p> <p>The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any The certificate should carry name, designation & power of attorney of the bank official.</p>		Complied (Yes/No) Page Reference to the supporting documents attached.
9	<p>The Consultant should also have satisfactorily completed the similar type and nature of works with Govt. Departments/ Semi- Govt. Departments/ State Govt./ PSUs as mentioned below during the last Ten years ending previous day of last date of submission of tender.</p> <p>i. One similar* completed work costing not less than Rs. 33,60,000 (Rupees Thirty Three lakh Sixty Thousand only)</p> <p>Or</p>	Copy of Work order/LOI/Agreement issued by client and completion certificate from the client	Complied (Yes/No) Page Reference to the supporting documents attached

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

	<p>ii. Two similar* completed work costing not less than Rs. 21,00,000/- (Rupees Twenty One lakh only)</p> <p>Or</p> <p>iii. Three similar* completed work of order value not less than Rs. 16,80,000/- (Rupees Sixteen lakh Eighty Thousand only)</p>		
<p>“Similar work* refers to Detailed Design/Detailed Project Report for project under PPP/BOT model.</p>			

KEY EXPERT PERSONNEL DETAILS

ID. No	Designation	Qualification and Experience
1.	Team Leader	Graduate in Civil Engineering. Minimum 15 years’ experience. He should have minimum 5 years’ experience in managing PPP/BOT projects.
2.	Structural Engineer	Graduate in Civil Engineering. He should have minimum 7 years’ experience in building works.
3.	Civil Engineer	Graduate in Civil Engineering. He should have minimum 5 years’ experience in building works.
4.	Draughtsman	Diploma in Civil engineering. Minimum 5 years’ experience in drafting the drawings using AutoCAD.
5.	Finance Expert	Having MBA degree with specialization in Finance with 7 years’ experience in PPP/BOT project financing.

Notes:

1. Detailed CV representing the relevant experiences as stated above shall be provided for evaluation.
2. WAPCOS reserves the right to check the credentials submitted by the bidder.

EVALUATION & SELECTION CRITERIA

Evaluation shall be made under Quality Cost Based Selection (QCBS). Under QCBS, the technical proposals will be allotted weightage of 80% and only agencies securing minimum 75 marks in technical evaluation shall be considered technically qualified. Financial proposals of only those agencies who are technically qualified shall be opened online. Financial proposals will be allotted weightage of 20%.

TECHNICAL

Technical Bid- Eligibility

The first stage of technical evaluation will be based on fulfilling the eligibility criteria based on Table 1 and Table 2. The agencies qualifying and justifying the eligibility criteria with documentary proof are only considered for further technical evaluation.

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. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive;
- V. Failed to provide clarifications related thereto, when sought;
- VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VII. Bid is incomplete and/ or not accompanied by all required documents;
- VIII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- IX. The Qualifications and Experience of the Bidder are not met by the Bidder;
- X. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

Technical Bid-Evaluation

The Bidders qualifying the eligibility criteria will be evaluated by methodology given in Table 3: Criteria for evaluation of performance of bidders. **Each eligible bidder will have to present a presentation of the Approach & Methodology for the works as outlined in Table-2 to the WAPCOS committee via video conference before opening of financial bid. The Date & time of the presentation will be intimated to bidders.**

Only in case of those bids achieving the minimum qualifying marks of 75, the financial bids will be opened.

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.

Opening of Financial Bid

Bids fulfilling the required minimum eligibility criteria and securing minimum 75 marks in Technical evaluation would be considered for financial evaluation. The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

SELECTION CRITERIA – FINANCIAL

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.

SELECTION OF BIDDER

The Employer, however, reserve the rights to restrict the list of such technically qualified Bidders to any number deemed suitable by it.

- The financial Bid of only those Bidders who are technically qualified shall be opened.
- The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened
- The Employer shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.
- The Employer (Tender Inviting Agency) shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/ their authorized representative, who choose to attend, at the scheduled date and time.
- On opening the financial Bids, the result shall be visible in the e-tender portal.
- If a Bidder quotes Nil in the Financial Bid, it shall be treated as invalid and will not be considered for combined evaluation
- The Bidder quoting the least amount (Fm) shall be given the maximum financial score, Sf of 100.

The evaluation of the Financial Bids by the Bid Evaluation criteria will take into account, in addition to the tender amounts, the following factors:

- Arithmetical errors corrected by Bid Evaluation criteria.

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

- Such other factors of administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of rates which is unrealistically priced.

The Combined Technical and Financial Bid evaluation will be done, for all the Bidders whose Financial Bids have been opened, as per Quality Cum Cost Based System (QCBS) Methodology. The combined score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions.

A combined "Score (S)" will be calculated as follows

- The lowest evaluated Financial Bid (Fm) is given the maximum financial score (Sf) of 100.
- The formula for determining the financial scores (Sf) of all other proposals is calculated as $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest Evaluated Total Price (ETP), which is excluding taxes, and "F" is the ETP of the proposal under consideration.
- Technical Score (St) is technical score evaluated as per Form "T-11"
- T, the weightage in percentage given to the Technical Score (St) is 80% and P, the weightage in percentage given to the Financial Score (Sf) is 20%.
- Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights.
- A combined "Score (S)" will be arrived at using the formula, $S = St \times T + Sf \times P$.

On the basis of the above combined weighted score, the Bidder shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H-1) shall be the "Successful Bidder", H-2 Bidder shall mean the Bidder with Second Highest Combined Score.

Upon completing the overall evaluation (Technical and financial), the bidders will be ranked, H-1, H-2, H-3, etc. and the H-1 Bidder will be issued the Letter of Award.

In case, Highest combined score of two (2) or more bidders are exactly same, then the bidder with lowest price would be given precedence.

In the event that the H-1 is not selected, the Employer will decide in consultancy with the Authority to take further course of action.

AWARD OF WORK

The Successful Bidder would be notified in writing by the Employer by issuing the Letter of Award (LOA) in favour of the H-1 Bidder.

After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

To complete the work in the time period of 70 days from the date of issue of work order including mobilization period, Contractor has to mobilize sufficient team with equipment's to complete the work in time.

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

Table 3: Criteria for evaluation of performance of bidders

S. No.	Attributes	Maximum Marks
1.	Financial strength	10 Marks
	Average Annual turnover	
	a) Up to 20 lakhs	5 marks
	b) 20 lakhs to 50 lakhs	7.5 marks
	c) > 50 lakhs	10 marks
2.	Experience in Similar Nature of Work	30 Marks
	As Mentioned in Table 2 Sl. No (9)	
	a) Experience in Detailed Design/Detailed Project Report for any project under PPP/BOT model for 1 Project of minimum eligible exp. as mentioned in Table 2 Sl. No (9) in previous 10 years	20 marks
	b) Experience in Detailed Design/Detailed Project Report for any project under PPP/BOT model for 2 Projects of minimum eligible exp. as mentioned in Table 2 Sl. No (9) in previous 10 years	25 marks
	c) Experience in Detailed Design/Detailed Project Report for any project under PPP/BOT model for 3 Projects of minimum eligible exp. as mentioned in Table 2 Sl. No (9) in previous 10 years	30 marks
3.	CVs as per given criteria	30 Marks
	1. Team Leader	7 Marks
	2. Structural Engineer	7 Marks
	3. Civil Engineer	6 Marks
	4. Draughtsman	5 Marks
	5. Finance Expert	5 Marks
4.	Presentation for Approach, and Methodology, Work-Plan, and innovativeness for the successful completion of works	30 Marks
	a) Site Understanding and Overall understanding of the Project	5 Mark
	b) Approach & Methodology for the Project and Work Plan	10 Mark
	c) Case Study for any BOT/PPP mode project completed by firm	15 Mark

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

**ANNEX 'B'
LETTER OF TRANSMITTAL**

From:

[Address of the Bidder]

To

Chief Engineer-L1 (INFS-III)

WAPCOS Limited,

76-C, Sector 18, Institutional Area,

Gurugram, Haryana-122015

Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in

Contact No: 0124-2397391

Subject: - Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model- Reg.

Sir,

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

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to D and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

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

Enclosures:

Date of submission:

Seal of bidder
Signature(s) of Bidder(s)

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

**ANNEX 'C'
FINANCIAL INFORMATION**

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three 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 on Consultancy works	Profit/Loss (After Tax)
2023-2024		
2022-2023		
2021-2022		
2020-2021		
2019-2020		

**Signature of Chartered Accountant
(with Seal)**

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

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

**ANNEX 'D'
STRUCTURE & ORGANISATION**

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

Signature of Bidder(s)

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands On BOT Model

ANNEX 'E'

FORMAT FOR No-Conviction Certificate

[On the letter head of the Organization]

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

ANNEX 'F'

FORMAT OF UNDERTAKING FOR BLACKLISTING/NON-DEBARMENT

[On the letter head of the Organization]

Subject: Blacklisting/Non-Debarment Undertaking for --- (Name of the work / project)

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/De registered/debarred by any government department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works /Services during the last 5 years.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

ANNEX-G
Form of Banker's Certificate from a Scheduled Bank (Solvency)

The Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram, Haryana-122015
Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
Contact No: 0124-2397391

Name of the Project:

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

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

(Signature)

For the Bank

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

Email:

Note:

1. Solvency certificates should be on the letter head of the bank, in sealed cover addressed to the authority.
2. The date of certificate shall not be older than initial date of publication of tender.

ANNEX-H

UNDERTAKING

[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

FORM OF INTEGRITY PACT

To

The Chief Engineer-L1 (INFS-III)

WAPCOS Limited,

76-C, Sector 18, Institutional Area,

Gurugram, Haryana-122015

Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in

Contact No: 0124-2397391

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.

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

(Duly authorized signatory of the Bidder)

FORMAT FOR INTEGRITY PACT

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

BETWEEN

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

AND

.....

.....

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

through (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

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

for..... (Name of work) hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

- contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

SECTION -2

GENERAL CONDITIONS OF CONTRACT

&

SPECIAL CONDITIONS OF CONTRACT

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract
		GENERAL PROVISIONS		
1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a. "Applicable Law" means the laws and any other instruments having the force of law in India, as specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time. b. "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank. c. "Consultant" means a legally-established professional consulting firm or entity selected by the WAPCOS to provide the Services under the signed Contract. d. "Contract" means the legally binding written agreement signed between WAPCOS and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 	No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>e. "Day" means a calendar day unless indicated otherwise.</p> <p>f. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>g. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>h. "Foreign Currency" means any currency other than the currency of the Client's country.</p> <p>i. "GCC" means these General Conditions of Contract.</p> <p>j. "Government" means the Government of Rajasthan/India.</p> <p>k. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority</p>		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract
		<p>to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>l. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>m. “Local Currency” means the currency of the Client’s Country, i.e. India</p> <p>n. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>o. “Party” means WAPCOS or the Consultant, as the case may be, and “Parties” means both of them.</p>		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>p. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>q. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Annexure-I hereto.</p> <p>r. "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>s. "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub- consultant.</p>		
2.	Relationship between the Parties	2.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between WAPCOS and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.		No Change
3	Law Governing Contract	3.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
4	Language	4.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract		In Addition to GCC 4.1 All The communications shall be in English
5.	Headings	5.1	The headings shall not limit, alter or affect the meaning of this Contract.		No Change
6	Communications	6.1	Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.		In Addition to GCC 6.1 Address of Employer: Chief Engineer-L1 (INFS-III) WAPCOS Limited, 76-C, Sector 18, Institutional Area, Gurugram , Haryana-122015 Email: wapcos.rud@gmail.com , & commercial@wapcos.co.in Contact No: 0124-2397391 Website – www.wapcos.co.in
		6.2	A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC .		
7	Location	7.1	The Services shall be performed at such locations as are specified in bid document hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.		
8	Authority of Member in	8.1	In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the		Not Applicable

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
	Charge/Lead Partner.		Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from WAPCOS. However, each member or constituent of consortium/JV of the consultant shall be jointly and severally liable for all obligations of the consultant under this contract.		
9	Authorized Representatives	9.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by WAPCOS or the Consultant may be taken or executed by the officials specified in the SCC.		In addition to GCC 9.1 The authorized representative of WAPCOS is: Chief Engineer-L1 (INFS-III)
10	Corrupt and Fraudulent Practices	10.1	The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-4 to the GCC.		In addition to GCC 10.1 See GCC/SCC Annexure-4
	a) Commissions and Fees	10.2	WAPCOS requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by WAPCOS and funding agencies.		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract	
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT					
11	Effectiveness of Contract	11.1	This Contract shall come into force and effect on the date (the “Effective Date”) of the WAPCOS’ notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.		In Addition to GCC 11.1 The effective date shall be in date of issue of work order through GeM
12	Termination of Contract for Failure to Become Effective	12.1	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.		In Addition to GCC 12.1 In case of unsatisfactory performance by the agency, WAPCOS shall be entitled to terminate the contract & set the work done at the risk and cost of the Agency.
13	Commencement of Services	13.1	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.		No change
14	Expiration of Contract	14.1	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.		In Addition to GCC 11.1 The total duration of the contract is 70 Days. The Contract may be extended by WAPCOS on the same terms

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					and conditions under original agreement subject to the condition that after the initial term of 70 Days, the scope of work and requirement of key professional and support staff is reviewed and revised by WAPCOS. No payments for the home office support shall be given during the extended period.
15	Entire Agreement	15.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.		No change
16	Modifications or Variations	16.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.		No change
17	Force Majeure				

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
	a) Definition	17.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.		No Change
		17.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.		No Change
		17.3	Subject to clause 17.4, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.		No Change
	b) No Breach of Contract	17.4	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of,		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.		
	c) Measures to be Taken	17.5	Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.		No Change
		17.6	Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.		No Change
		17.7	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract			Special Conditions of Contract
		17.8	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by WAPCOS, shall either:</p> <p style="padding-left: 40px;">demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>			No Change
		17.9	<p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>			No Change
18	Suspension	18.1	<p>WAPCOS may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period</p>			No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.		
19	Termination	19.1	This Contract may be terminated by either Party as per provisions set up below:		No Change
	a) By the Client	19.1.1	<p>WAPCOS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (g); at least sixty (60) calendar days' written notice in case of the event referred to in (h & i); and at least five (5) calendar days' written notice in case of the event referred to in (j):</p> <p>If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</p> <p>If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract	Special Conditions of Contract
		<p>If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the consultant , in the judgement of the client/Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this contract</p> <p>If The consultant submits to the client a false statement which has material effects on the rights, Obligations or interests of the client /Employer.</p> <p>If the Consultant places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the client /Employer</p> <p>If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>If the Consultant fails to provide the quality of services envisaged under this contract. WAPCOS Standing Tendering committee (STC) formulated to monitor the progress of the assignment may make</p>	

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>judgement regarding the poor quality of services, the reasons for which shall be recorded in writing. The STC may decide to give one chance to the consultant to improve the quality of services.</p> <p>(j) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p>		
		19.1.2	<p>Furthermore, if WAPCOS determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>		No Change
	b) By the Consultant	19.1.3	<p>The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to WAPCOS, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If WAPCOS fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If WAPCOS fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If WAPCOS is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>		
	c) Cessation of Rights and Obligations	19.1.4	<p>Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
	d) Cessation of Services	19.1.5	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by WAPCOS, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.		No Change
	e) Payment upon Termination	19.1.6	Upon termination of this Contract, WAPCOS shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) In the case of termination pursuant to paragraphs (d) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. (c) In case of force majeure, no such cost shall be borne by WAPCOS. (d) If the agreement is terminated pursuant to clause, the 19.1.1		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract	
			<p>(a) to (g) , the consultant shall not be entitled to receive any agreed payments up on termination of contract .However the client /Employer may consider to make payment for the part satisfactorily performed on the basis of the quantum Merit as assessed by it, if such part is of economic utility to the client</p> <p>/Employer. Applicable under such circumstances, up on termination, the client may also impose liquidated damages as per provisions of Clause GCC-43 of this agreement. The consultant will be required to pay any such liquidated damages to the client within 30 days from the termination date.</p>		
C. OBLIGATIONS OF THE CONSULTANT					
20	General				
	a) Standard of Performance	20.1	<p>The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			adviser to WAPCOS, and shall at all times support and safeguard WAPCOS's legitimate interests in any dealings with the third parties.		
		20.2	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.		No Change
		20.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants.		No Change
	Law Applicable to Services	20.4	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.		No Change
		20.5	Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract	Special Conditions of Contract	
			the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.		
		20.6	WAPCOS shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.		No Change
21	Conflict of Interests	21.1	The Consultant shall hold WAPCOS interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the consultant shall promptly disclose the same to the client /Employer and seek its instructions.		No Change
	a) Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1	The payment of the Consultant pursuant to Clauses GCC-F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			agents of either of them, similarly shall not receive any such additional payment.		
		21.1.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising WAPCOS on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and Manual of procurement in India, and shall at all times exercise such responsibility in the best interest of WAPCOS. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of WAPCOS.		No Change
	b) Consultant and Affiliates Not to Engage in Certain Activities	21.1.3	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC		No Change
	c) Prohibition of Conflicting Activities	21.1.4	The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			professional activities that would conflict with the activities assigned to them under this Contract.		
	d) Strict Duty to Disclose Conflicting Activities	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.		No Change
22	Confidentiality	22.1	Except with the prior written consent of WAPCOS, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.		
23	Liability of the Consultant	23.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.		In addition to GCC 23.1 Limitation of the Consultants' Liability towards the Client/Employer (i) The ceiling on Consultant's liabilities shall be limited to

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					<p>(a) Total cost, or the actual loss suffered by WAPCOS. or</p> <p>(b) The proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to Such liabilities whichever of (a) or (b) is higher.</p> <p>The consultant's liability shall terminate 12 months after the completion of last milestone</p>
24	Insurance to be Taken out by the Consultant	24.1	<p>The Consultant</p> <p>(i) shall take out and maintain, and shall cause any Sub- consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by WAPCOS, insurance against the risks, and for the coverage specified in the SCC, and</p> <p>(ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to</p>		<p>In addition to GCC 24.1</p> <p>The risks and the insurance coverage shall be as follows.</p> <p>a)Third party motor vehicle insurance as required under Motor vehicles Act 1988, by the consultant or its personnel or any sub contractor's or sub consultants or their personnel for the period of consultancy</p> <p>b) Third party liability insurance, with a minimum coverage of Rs 40 lakhs for the period of consultancy.</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>commencing the Services as stated in Clause GCC 13.</p>		<p>c) Project specific professional indemnity insurance (PII) policy with a minimum coverage equal to remuneration as per price bid. Global cover is also acceptable. Validity of PII shall be up to 1 year beyond date of completion.</p> <p>d) Employer's liability and workers' compensation insurance in respect of the personnel of the consultant and of any sub-contractor, 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 insurances as may be appropriate.</p> <p>e) Insurance against loss of damage to (1) equipment purchased in whole or part with funds provided under this contract (2) The consultants</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					property used in the performance of services and (3) any documents prepared by the consultant in the performance of services.
25	Accounting, Inspection and Auditing	25.1	The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.		No Change
		25.2	The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by WAPCOS/Funding agency if requested by the WAPCOS/funding agency. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the WAPCOS/funding agency's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		
			WAPCOS/funding agencies prevailing sanctions procedures).		Special Conditions of Contract
26	Reporting Obligations	26.1	The Consultant shall submit to the Client the reports and documents specified in Annexure-1, in the form, in the numbers and within the time periods set forth in Annexure-2.		No Change
27	Proprietary Rights of the Client in Reports and Records	27.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of WAPCOS. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of WAPCOS		No Change
		27.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain WAPCOS's prior written approval to such agreements, and WAPCOS shall be entitled at its discretion to require recovering the		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.		
28	Equipment, Vehicles and Materials	28.1	Equipment, vehicles, office furniture and materials made available to the Consultant by WAPCOS, or purchased by the Consultant wholly or partly with funds provided by WAPCOS, shall be the property of WAPCOS and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to WAPCOS an inventory of such equipment, vehicles, office furniture and materials and shall dispose of such equipment, vehicles and materials in accordance with WAPCOS's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by WAPCOS in writing, shall insure them at the expense of WAPCOS in an amount equal to their full replacement value.		Not Applicable
		28.2	Any equipment or materials brought by the Consultant or its Experts into the India for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
4	PREFERENCE TO MAKE IN INDIA	29.1	The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.- P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.		The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at with the local value addition is made.
		29.2	<p>Verification of Local Content</p> <p>a. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at with the local value addition is made.</p> <p>b. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of</p>		<p>In cases of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>The Contractor shall submit a certificate/ Undertaking accordingly.</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			suppliers other than companies) giving the percentage of local content		
30	RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017	30.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.		Undertaking as per Annex G
		30.2	“Bidder “(including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.		
		30.3	“Bidder from a country which shares a land border with India” for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>		
		30.4	<p>The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:</p> <p>a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means;</p> <p>Explanation:</p> <ul style="list-style-type: none"> • “Controlling ownership interest” means ownership of or entitlement to more than 		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>twenty- five per cent. Of shares or capital or profits of the company;</p> <ul style="list-style-type: none"> • “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; <p>b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;</p> <p>d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the</p>		

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on
BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>relevant natural person who holds the position of senior managing official;</p> <p>e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>		
		30.5	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p>		
30.i)	Blacklisting policy		<p>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.</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract	
			<p>“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 Annex-E. 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.”</p>		
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS					
31	Description of Key Experts	31.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in GCB Annex-A and GCC/SCC Annexure-2		No Change
32	Replacement of Key Experts	32.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience in similar nature works, and at the same rate of remuneration.		
33	Removal of Experts or Sub-consultants	33.1	If WAPCOS finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall WAPCOS determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at WAPCOS's written request, provide a replacement.		No Change
		33.2	In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by WAPCOS to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.		No Change
		33.3	Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience than the existing personnel and shall be acceptable to the Client.		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract	
		33.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.		No Change
		33.5	In case of absence of consultants due to reasons mentioned in clause 32 & Clause 33, work should go unhindered by using back office support from the consultant's home office.		No Change
E. OBLIGATIONS OF THE CLIENT					
34	Assistance and Exemptions	34.1	<p>Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</p> <p>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate</p>		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>for the prompt and effective implementation of the Services.</p> <p>(d) Assist the Consultant and the Experts and any Sub- consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.</p> <p>(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>		
35	Access to Project Site	35.1	WAPCOS warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			performance of the Services. WAPCOS will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.		
36	Change in the Applicable Law Related to Taxes and Duties	36.1	If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties (Only GST component) which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 40.1		In addition to GCC 36.1 Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if WAPCOS incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		
			Special Conditions of Contract		
					due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc. in time then all such liability including the input credit of the GST lost by WAPCOS and the penalties and interest incurred by WAPCOS would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to WAPCOS or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.
37	Services, Facilities and Property of the Client	37.1	WAPCOS shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference		Not Applicable

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			(GCC/SCC Annexure-1) at the times and in the manner specified, if any, in said Annexure.		
38	Counterpart Personnel	38.1	If necessary, staff/professionals shall be made available to the consultant for support in terms of Liasioning with various line departments and other activities during project development.		No Change
		38.2	Professional and support counterpart personnel, excluding WAPCOS's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and WAPCOS shall not unreasonably refuse to act upon such request.		Not Applicable
39	Payment Obligation	39.1	In consideration of the Services performed by the Consultant under this Contract, WAPCOS shall make such payments to the Consultant for the deliverables specified in Annexure-2 and in such manner as is provided by GCC F below.		No Change
F. PAYMENTS TO THE CONSULTANT					
40	Contract Price	40.1	The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Annexure-3.		The total cost of services is set forth in Annexure-3 as per consultant's proposal to the

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		
					Special Conditions of Contract
					client/Employer and as negotiated thereafter. Under no circumstances, the contract price shall go above the quoted price.
		40.2	Any change to the Contract price specified in Clause 40.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Annexure-1.		No Change
41	Taxes and Duties	41.1	The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.		GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder. Invoice as per GST Act should be furnished prior to every running account/final bills. Tax will be deducted at source as per the prevailing Income tax rules.
42	Currency of Payment	42.1	Any payment under this Contract shall be made in the currency(ies) of the Contract.		All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					into any foreign currency as per Applicable Laws. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.
43	Mode of Billing and Payment	43.1	The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 40.1.		No Change
		43.2	The payments under this Contract shall be made in lump-sum instalments against deliverables specified in Annexure-2.		No Change
	Mobilization Advance	43.2.1	Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments		Not Applicable

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>specified in the SCC until said advance payments have been fully set off.</p>		
		43.2.2	<p><u>The Lump-Sum Instalment Payments.</u> WAPCOS shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if WAPCOS does not approve the submitted deliverable(s) as satisfactory in which case WAPCOS shall provide comments to the Consultant within the same sixty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>		<p>In addition to GCC 43.2.2</p> <ol style="list-style-type: none"> 1. The time shall be changed from 60 to 45 days. 2. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified within the timelines as specified in the contract. WAPCOS shall release the requisite payment up on acceptance of the deliverables. 3. If the deliverables submitted by the consultant are not acceptable to the client/Employer, reasons for such non acceptance should be recorded in writing; the client shall not release the payment due to the consultant for same. This is without prejudicing the client's right to

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					levy any liquidated damages under GCC/SCC clause 45. In such case, the payment will be released to the consultant only after it resubmits the deliverable and which is accepted by the client.
		43.2.3	<p><u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by Client. The Services shall then be deemed completed and finally accepted by WAPCOS. The last lump-sum instalment shall be deemed approved for payment by WAPCOS within ninety (90) calendar days after receipt of the final report by WAPCOS unless WAPCOS, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>		As

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract			Special Conditions of Contract
		43.2.4	With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.			No Change
	Performance Security	43.2.5	The Agency Shall furnish a Performance Guarantee in the form of DD/FDR in favour of WAPCOS Ltd. or in the form of BG from a Nationalized/Scheduled Bank to the extent of 5% (Five Percent) of the value of total agency fees of Works within 10 days of the issue of Letter of Acceptance or The Performance Security amount will be deducted from the First Running Bill of the Selected Bidder. The Bank Guarantee shall remain valid till completion of project/taking over by client whichever is later. This Performance Guarantee initially be submitted with the validity till scheduled completion period as per tender document but in case of extension of completion due to any reason, it is the responsibility of the agency to get it extended one month prior to its expiry without any claim on it, in case of failure, WAPCOS may get it en-cashed without giving any notice. The performance security shall be returned to the			Applicable

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			consultant after completion of project/taking over by client whichever is later,		
	Encashment and appropriation of performance security	43.2.6	The authority shall have the right to invoke and appropriate the proceeds of the performance security , in whole or in part , without notice to the consultant in the event of breach of this agreement or for recovery of liquidated damages specified in GCC clause 45		Not Applicable
	Security Deposit	43.2.7	The security Deposit shall be deducted from each running bill of the Selected Bidder @ 5% (Five per cent only) of the gross value of the Running Account bill. No Interest shall be paid on amount so deducted. WAPCOS reserves the right of part or full forfeiture of retention money in addition to other claims in the event of agency's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. After successful completion of the work, the Security Deposit shall be released.		Applicable
44	Interest on Delayed Payments	44.1	If WAPCOS had delayed payments beyond Thirty (30) days after the due date stated in Clause GCC 43.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due		Not Applicable

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			date for each day of delay at the annual rate stated in the SCC.		
45	Liquidated damages and penalty	45.1	<p>Liquidated Damages for Error /Variation. In case of any error or Variation OR plagiarism is detected in the data, data analysis or reports submitted by the consultant and such error or variation is the result of negligence or lack of due diligence on the part of the consultant, the consequential damages thereof shall be quantified by WAPCOS in a reasonable manner and recovered by way of deemed liquidated damages, subject to a maximum of 10% (10 percent) of the Agreement value.</p>		
		45.2	<p>Liquidated Damages for delay If the deliverables are not submitted as per the work plan agreed under this agreement, the consultant shall be liable to pay 0.5% of the Total cost of services delayed of each week or part thereof. The amount of liquidated damages under this contract shall not exceed 10% of contract value. However, in case of delay due to reasons beyond the control of consultant, suitable time extension shall be granted.</p>		<p>In addition to GCC 44.2 If the deliverables are not acceptable to WAPCOS as per GCC/SCC Clause No: 43.2.2 and defects are not rectified to the satisfaction of the client /Employer within 30 days of the receipt of notice, the consultant shall be liable for liquidated damages for an amount equal to 0.5% of the total cost of</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

		General Conditions of Contract		Special Conditions of Contract	
					<p>services for every week or part thereof for the delay.</p> <p>In case of delays not attributable to consultant, the consultant shall notify WAPCOS, not later than 14 days from the occurrence of such event, reasons along with the delay analysis for processing the case for time extension.</p>
G. FAIRNESS AND GOOD FAITH					
46	Good Faith	46.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.		No Change
	Operation of Agreement	46.2	The parties recognize that it is impractical in this agreement to provide every contingency which may arise during the effective life of the agreement ,and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them ,and without detriment to the interest of either of them and that , if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to		No Change

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		
			agree on such action as may be necessary to remove the causes or causes of such unfairness , but failure to agree on any action pursuant to this clause shall not give rise to a dispute subject to arbitration in accordance with GCC Clause 45 thereof		Special Conditions of Contract
H. SETTLEMENT OF DISPUTES					
47	Amicable Settlement	47.1	The Parties shall seek to resolve any dispute amicably by mutual consultation.		
		47.2	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 48.1 shall apply.		
48	Dispute Resolution/ Conciliation	48.1	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.		In addition to GCC 48.1 The parties shall make their best efforts to settle amicably the disputes, if any, arising out or in connection with this assignment

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract			Special Conditions of Contract
						or the interpretation there of. If a dispute arising between the parties cannot be settled amicably within thirty days the dispute shall be decided by CMD, WAPCOS subject to a written appeal by the agency to CMD, WAPCOS whose decision shall be final and binding to the parties hereto.
49	Arbitration	49.1	<p>1) In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a Sole Arbitrator who is appointed from among the Panel of Arbitrators to be maintained by the Employer.</p> <p>2) Seat and venue of the Arbitration proceedings shall be in Kochi and the language of the arbitration proceedings and communications between the parties shall be English</p> <p>3) The decision of the Sole Arbitrator shall be final and binding upon both parties. The expenses of</p>			<p>“Any dispute, Controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:</p> <p>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</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
			<p>the arbitrators as determined by the arbitrators shall be shared equally by the Client/Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. The arbitrator's shall always give item wise and reasoned awards irrespective of the value of claim(s) in the dispute in all cases.</p>		<p>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).</p> <p>b) In the event the parties are unable to reach on my 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.</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					<p>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.</p> <p>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).</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					<p>e) It is also acknowledged and accepted that WAPCOS is only working as intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus the event, any dispute arises under the present agreement and referred to Arbitration for adjustment, then subject to corresponding clause in the Contract/Agreement/Work Order/Agreement 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</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		Special Conditions of Contract
					<p>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.</p> <p>f) The place/seat of arbitration shall be Delhi and any award weather interim or final, shall be made, and shall be deemed for all purpose between the parties to be made, in Delhi. The arbitration 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</p>

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

			General Conditions of Contract		
			Special Conditions of Contract		
					<p>conclusive and binding upon the Parties.</p> <p>g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”</p>
50	Jurisdiction	50.1	<p>Subject to above mentioned Arbitration Clause any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of Courts at Delhi.</p>		

1.0 GENERAL INSTRUCTIONS

- Proposal Document shall be a self-contained one and no reference to any previous submissions will be permitted
- If any information in the Proposal is missing or not clearly specified or found ambiguous, it will be assumed that the Bidder is not in a position to supply/share the information and therefore, will be evaluated accordingly

- Proposal Document shall not include any financial conditions and Proposal containing such conditions shall be liable to be rejected.
- Any direct or indirect attempt made to influence WAPCOS in deciding the results of the tender will result in disqualification of the agency
- Submission of Proposal, by itself, does not guarantee any consideration for appointment of the firm with WAPCOS and the same shall be governed by the qualifying criteria
- WAPCOS reserves the right to reject any or all Proposal documents without assigning any reason whatsoever.
- If the firm does not commence the Services within the period specified at the time of agreement or fail to deliver the desired results, WAPCOS may, declare this Agreement to be null and void, with a prior notice of one week and services of the firm will be terminated. In case of unsatisfactory performance, WAPCOS shall have the right to terminate the contract and get the work done from open market at the firm's risk and cost.
- WAPCOS is not bound to accept any of the bids submitted and reserves the right to reject or amendments/queries without assigning any reason.
- Joint Venture / Consortium / any kind of association is not allowed.
- The rate should include calibration, insurance, boarding, lodging, food transportation etc. and nothing extra shall be paid over and above the contract price.
- The Bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel while working in Project Area. Further, Bidder will be required to take the following insurances at their own cost
 - Third party liability Insurance
 - Workers Compensation Insurance in respect of Bidders personnel
 - Any other relevant insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land
 - Insurance of all machines and equipment's
- 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 Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)

- Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)

TERMS OF REFERENCE (SCOPE OF WORK)

&

TECHNICAL SPECIFICATIONS

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

Detailed scope of work, list of tasks and description of services as the capacity of project consultant or Process consultant -

1. SCOPE OF WORK

1. Feasibility study and market assessment

To prepare Bus Stand Market Assessment & Feasibility Reports (MAFR), which shall comprise and not be limited to the following for each of the identified Bus Stands :-

- a) Discussion with local administration
- b) Consultation with RSRTC officials to understand their perspective, collecting relevant documents related to ownership of the site, permissible land uses, encroachments etc. and analyze the same and submit the observations / suggested remedial measures, if needed, to the concerned officials
- c) Carry out visit to the identified sites, undertake TD/DGPS survey and soil investigation as per requirement
- d) Vicinity profiling and market assessment e.g. footfalls, nearby commercial establishment, ongoing rentals, commercial infrastructure demand estimation etc.
- e) Assessment of existing bus operation and passenger footfall, bus bays and parking requirements estimated bus operation keeping into consideration of future demand
- f) Desk review and benchmarking of the most relevant bus terminal project developed in PPP formats elsewhere in India (minimum 3 project to be studied) and discussion with developer (minimum 4) in UPSRTC AND GSRTC
- g) SWOT analysis
- h) Assessment of applicable statutory development regulations building bye- laws and other regulatory requirements
- i) Identification of different non fare box revenue sources at the proposed land
- j) Detailed market assessment, marketing strategy and methodology for the revenue generated from the development model
- k) Techno economic feasibility study and Environment impact.
- l) Detailed Financial Viability Analysis and Socio-Economic Impact Analysis.
- m) 3-D drawing of project as and when required.
- n) Developing a vision for the project keeping in view the location constraints and potential
- o) Based on the above, prepare the conceptual layout plan for development of the **new bus terminal** as per applicable guidelines & design, passenger concourse & platforms, reservation office, ticketing counters, enquiry offices, waiting halls, seating arrangements, cloakroom, drinking water facilities, toilets, parcel-room, bus operations & management offices etc. (i.e. the Minimum Development Obligation). The detailed planning & design will be carried out by the selected Developer as per the spaces allocated in the conceptual layout to be provided as part of the bid document

and the same will be approved by RSRTC and the concerned developmental regulatory authority after review and amendments if necessary

- p) Prepare broad specifications & parameters for construction of the infrastructure under the Minimum Development Obligations (MDOs) and prepare the block cost estimates
- q) Estimate the cost of Operations & Maintenance (O&M) for the components covered under the MDOS and the revenue potential
- r) Estimate the land/space available for commercial development and prepare a suggestive layout plan for the commercial development as per the perceived demand/requirement in the location and work out block cost estimates and the potential revenue projections
- s) Develop the financial model & carryout financial analysis to assess the financial viability w.r.t. IRR, NPV, sensitivity analysis on various parameters, estimate anticipated cash inflow & outflow
- t) Work out the base rental/fee as per the bidding criteria and duration of concession/authorization for both MDOS and the Commercial Infrastructure

2. Project Structure and Term Sheet

Based on outcomes of the financial modelling & analysis and the stakeholders-consultations, the Project Term Sheet will be prepared outlining the broad project structure, scope of the Developer, RSRTC's obligations, Performance Standards, Project tenure, Base rental/fee, Monitoring & Supervision Mechanism, Qualification criteria for the bidders (technical and financial capacity), Bid criteria for selection of the Developer etc.

3. Preparation of RFP Document and Draft Agreement

- a) Based on the Project Term Sheet approved by RSRTC, Request for Proposal (RFP) document will be prepared comprising of the following:
 - i) Project Information, eligibility criteria, project scope, information & instructions to bidders, terms & condition, project tenure etc.
 - ii) Draft Agreement document will include rights and obligations of both parties, grant of authorization, actions in support of authorization, condition precedents, representation and warranties, implementation framework, monitoring mechanism during project operation, reporting requirements, force majeure events, events of default, liability & indemnification, insurance, dispute resolution mechanism, termination payments, transfer of assets on completion of project period etc.
 - b) The Draft RFP & Agreement documents so prepared will be submitted to RSRTC for approval. Separate RFP document will be submitted for each Site for approval and issuance by RSRTC.
4. Assisting WAPCOS in presenting including discussions for seeking approval for finalization of the Bid Documents
5. Assisting WAPCOS in Marketing of the Project to prospective Bidders and Investors across the country and any other destination.

6. Bid Process Management & Assistance in Selection of Developer

Assisting WAPCOS in organizing and completion of the Bid Process for selection of the Concessionaire. These tasks shall include and will not be limited to;

- a) Assist WAPCOS in identifying prospective bidders, communicate with them to invite for pre-bid meeting etc.
- b) Make presentations in the pre-bid meeting(s) on behalf of WAPCOS
- c) Assist WAPCOS in responding to queries may be raised during the pre-bid meeting(s) and prepare minutes along with addendum/corrigendum to the bid documents
- d) Assist WAPCOS in evaluation of technical and financial bids based on the evaluation criteria
- e) Assist WAPCOS in issuance of Letter of Award (LOA) to the successful bidder/s
- f) Assist WAPCOS in formulating the Contract Agreement(s) consequent to the bid process and in RSRTC signing the Contract Agreement(s) with the successful bidder(s)

GCC ANNEX - 2

TIME SCHEDULE, PAYMENT SCHEDULE

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

PAYMENT SCHEDULE, MILESTONES & PENALTY

Following timeline will be applicable separately for each bus terminal:-

S.NO	MILESTONE	TIMELINE	PAYMENT
1	Scope of work point no 1&2	15 days	30%
2	Draft bid document (Draft RFP & agreement) scope of work point no 3	10 days	40%
3	Bid management process Scope of work Point No-6	45 days	i) Issue NIT-10% ii) Assistance in bid evaluation & Sign of Concessionaire agreement-20%

“The Associate/Sub-consultant/Sub-Contractors acknowledges that under the present Contract/Agreement/Work Order/Agreement, WAPCOS is only working as intermediary between RSRTC, Govt. of Rajasthan, 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 RSRTC, Govt. of Rajasthan 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/Agreement is not received from RSRTC, Govt. of Rajasthan (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.”

Note:

- No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- Agency shall submit his bill along with full description about service provided, separately for both of the works.
- Consultant/Agency shall not claim payment against pending services or incomplete stages of work.
- All payments paid to Consultant/Agency are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant.
- In case only a part of the project is continued beyond any stage, on further payment shall be made to the Consultant/Agency for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

LIABILITY

The Selected bidder will be liable to WAPCOS as WAPCOS is liable to client.

GCC ANNEX - 3

PRICE BID FORMAT

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

PRICE BID

Date:.....

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram, Haryana-122015
Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
Contact No: 0124-2397391

Subject: Financial offer - Reg.

Sir

We, _____, here with enclose our duly signed & stamped quotation including GST for the above mentioned work.

We further undertake to accept the Terms and Conditions as per the Letter of Invitation addressed to us, and Terms of Reference (TOR). The signed and duly stamped copy of Terms of Reference (TOR) is enclosed herewith as a token of acceptance of the terms and conditions as stipulated in Terms of Reference.

Thanking you,

Yours Sincerely

Authorized Signatory

Name, Designation & Address

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

Price Bid/Quotation

Date:.....

To,

Chief Engineer-L1 (INFS-III)
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurugram, Haryana-122015
Email: wapcos.rud@gmail.com, & commercial@wapcos.co.in
Contact No: 0124-2397391

Subject: Financial offer for– Reg.

Sir,

With reference to your letter of invitation addressed to us, we undertake to provide execution services under terms and conditions mentioned in the Terms of Reference (TOR) for the following work at the rate quoted, on the estimated cost or the actual cost of the project implemented whichever is lower.

Sl. No.	Description of Work	Cost of work (Excluding GST)	Cost of work (Including GST)
1	Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Bus Stand on BOT Model		
A.	For Ajmer Bus Stand		
B.	For Bharatpur Bus Stand		

Yours Sincerely

Authorized Signatory

Seal of the Company

Name, Designation & Address

GCC ANNEX - 4

Agency Policy-Corrupt and Fraudulent Practices

Hiring of Agency for providing assistance in Preparation of Detailed Project Report for the Development of Ajmer & Bharatpur Bus Stands on BOT Model

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance. By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.*

Moreover, the Agency requires including in the Bidding Documents and Agency financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

Reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anticompetitive practices in view of being awarded the contract;

Declare mis-procurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti- competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

a) Corruption of a public officer means:

The act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or

entity, for such public officer to act or refrain from acting in his official capacity;
or

The act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

b) A "*public officer*" shall be construed as meaning

any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

any other person who performs a public function, including for a State institution or a State- owned company, or who provides a public service;

any other person defined as a public officer by the national laws of the Employer.

c) Corruption of a private person means:

the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

e) Anti-competitive practices means:

any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.

Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.

Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.