



WAPCOS LIMITED

(भारत सरकार का उपक्रम)

जल शक्ति मंत्रालय

(A Government of India Undertaking)

Ministry of Jal Shakti

**BID DOCUMENT
FOR
Selection of Agency for
Geotechnical Investigations
for “Construction and Development of Infrastructure
Works at Bn HQRs Siddarthnagar (UP), Bn HQRs
Sitamarhi-II (Bihar), Bn HQRs Araria (Bihar), Bn HQRs
Thakurganj (Bihar) and Bn HQRs Tawang-II (Arunachal
Pradesh”**

(TENDER NO. - WAP/CMU-III/SSB/GT/2024/48)

**WAPCOS Limited (A Govt. of India Undertaking)
NPCC Building, Plot No. 148, Sector 44, Gurugram
Haryana - 122003**

February 2024

SECTION-I
NOTICE INVITING TENDER

Notice Inviting Tender (NIT)

E-tender on Percentage rate basis are hereby invited for and on behalf of WAPCOS Limited from the Reputed, Resourceful and Experienced Agencies for the work as per the following details:

Tender No	WAP/CMU-III/SSB/GT/2024/48
Tender Invitation date	22 February, 2024
Name of Work	Selection of Agency for Geotechnical Investigations for “Construction and Development of Infrastructure Works at Bn HQRs Siddarthnagar (UP), Bn HQRs Sitamarhi-II (Bihar), Bn HQRs Araria (Bihar), Bn HQRs Thakurganj (Bihar) and Bn HQRs Tawang-II (Arunachal Pradesh)”
Client / Owner	Sashastra Seema Bal (SSB), Ministry of Home Affairs, Govt. of India
Brief Scope of Work	Conducting Geotechnical Investigations to determine type of substrata and conducting all the field tests and Laboratory tests to assess the suitability of site
Eligibility Criteria	<ul style="list-style-type: none"> i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm in India and shall operate in conformity with the provisions of laws in India. ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate. iii. The average annual turnover of the bidder shall not be less than Rs 5.90 Lakh (Rupees Five Lakh Ninety Thousand only) for last three financial years, ending March 2023. Audited Balance Sheet for 5 (five) years ending financial year 2022-23 are to be enclosed. The requisite certificates must be certified by Statutory Auditor of the firm/company which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal. iv. Tenderer shall submit an undertaking that him/her or the firm applying for this particular bidding process has not been blacklisted by any Central/ State/ UT government department, PSU or any other agency. The same needs to be submitted as a self-declaration as per Annexure-III of not being ineligible for corrupt or fraudulent practices. v. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2022-23. vi. The Bidder must have Experience of having completed similar works of <ul style="list-style-type: none"> One Similar work of value not less than 9.44 Lakhs <li style="text-align: center;">Or Two Similar works of value not less than 5.90 Lakhs <li style="text-align: center;">Or Three Similar works of value not less than 4.72 Lakhs Similar works means Geotechnical investigations including testing and drilling of projects related to residential / non-residential / Institutional buildings / Hospital complex (completion certificate issued by client indicating completion cost, date of commencement and date of completion to be submitted) vii. The bidder must have in-house capacity of carrying out geotechnical investigations of the similar projects.
Joint Venture	Not Allowed
Completion of Work	90 (Ninety) days from the Award of Work to Agency
Tender processing fee	Nil
Earnest Money Deposit (EMD)	Rs. 23,600/- (Refundable) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque or Payment through

	<p>RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana.</p> <p>The bank account as per details: Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000405 IFSC Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.</p> <p>The bidder registered as 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 & Tender Processing Fee. Exemptions from submitting Earnest Money Deposit shall also available to all startups (recognized by DIPP).</p>
Solvency Certificate	Rs. 4.72 Lakhs (Rupees Four Lakh Seventy Two Thousand Only) in original from a Nationalized Bank/ Scheduled Indian bank. The Certificate shall have been issued after the date of publishing of NIT and before last date of submission of Bids, including extensions if any and shall be addressed to the tendering authority quoting the name of the work.
Offer Validity	90 days from the date of submission of Bid
Last date of Online Submission of Bid	07-03-2024 at 13:00 hours
Last date of Physical submission of Bid	07-03-2024 at 13:30 hours
Date & Time of opening of Tech. Bid	07-03-2024 at 13:30 hours

Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.

The bidding document can be downloaded from the website: www.wapcos.co.in, <https://gem.gov.in/>.
The tenders shall be uploaded on <https://gem.gov.in/>.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above and not be published elsewhere.

The technical bid shall be uploaded on the e-tendering portal and also be submitted physically (Hard Copy) on or before the last date of submission of tender.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

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.

Chief Engineer
Construction Management Unit-III
WAPCOS Ltd.

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A – GENERAL

2.1. Introduction

E-tender on percentage Rate basis are invited for and on behalf of WAPCOS Limited from the resourceful & experienced Agencies for the work “***Selection of Agency for Geotechnical Investigations for “Construction and Development of Infrastructure Works at Bn HQRs Siddarthnagar (UP), Bn HQRs Sitamarhi-II (Bihar), Bn HQRs Araria (Bihar), Bn HQRs Thakurganj (Bihar) and Bn HQRs Tawang-II (Arunachal Pradesh)”***”.

2.2. Scope of Work

Sashastra Seema Bal (SSB) has engaged WAPCOS as Project Management Consultant (PMC) for the Construction and Development of Battalion Head Quarter at Siddarth Nagar (Uttar Pradesh), Sitamarhi-II (Bihar), Araria (Bihar), Thakurganj (Bihar) and Tawang-II (Arunachal Pradesh).

The scope of work shall be as mentioned below, specifications & Tests etc., Bill of Quantities, drawings, instructions in the tender document, orders issued to the contractor from time to time during the execution of work.

- The investigation should cover complete soil and rock exploration work including carrying out field tests and laboratory tests to evaluate soil and rock parameters and preparation of detailed geotechnical investigation report including the recommendation.
- The work shall include mobilization of all necessary equipment, providing necessary engineering supervision and technical personnel, skilled and unskilled labors, arranging water and other necessary items for drilling etc. as required to carry out the entire field as well as laboratory investigation, analysis and interpretation of test data collected and preparation of a geo-technical report.
- All the field data shall be recorded in the proforma recommended in Indian Standard Codes and the field records shall be counter signed by the engineer-in-charge. The contractor shall submit two copies of the field bore-logs to the engineer-in-charge soon after the completion of each bore hole. All the investigations are to be carried out by the contractor as per the priority requirements of the engineer in-charge.
- Furnish necessary plant and equipment, tools and tackles, instruments, necessary power, fuel, water, labour, supervisions by qualified and experienced engineers and supervisors specialized in the type of investigation, transport of materials, men and equipment etc., services, full insurance and all other incidental items as may be necessary for entire and successful completion of the work as per tender terms, drawings, specifications and instruction of the engineer in charge.
- Bore holes shall be drilled at specified locations to obtain information about the subsoil profile, its nature, strength and to collect soil and rock samples for strata identification and conducting laboratory tests. The minimum diameter of the bore hole shall be NX size and boring shall be carried out in accordance with the provisions of IS: 1892 and as per this specification. At least 85% core recovery in hard rock & 70% in soft /

weathered rock should be ensured. After completion of boreholes, cores should be preserved in wooden boxes as per standard procedure.

- Casing pipe shall be used in the borehole to support its sides when side fall is suspected to occur inside the borehole. When casing pipe is used, it shall be ensured that its bottom end is at all times 15 cm above the bottom of the bore hole. In case of cohesion less soils the advancement of the casing pipe shall be such that it does not disturb the soil to be tested or sampled. The casing shall be advanced by slowly turning the casing pipe and not by driving.
- After completion of drilling, cores should be preserved in wooden boxes in rows. Arrow marking from top towards bottom should be provided in each core. In nil recovery zone, sludge obtained along with return water should be kept in Polythene bag mentioning the run. Driller should write project name, borehole locations, borehole number and depth of the holes on top of box. Driller register should be properly maintained Change in colour of the return water, any abnormality during drilling (e.g. caving, sudden penetration of drill rod for considerable depth etc.) must be noted by the driller and mentioned in remarked column. The following BIS codes are to be followed:
 - IS 8826 – 1978 (2002)
 - IS 10135 – 1985 (2002)
 - IS 8237 – 1985
 - IS 1498 – 1970
- All the laboratory test data shall be recorded in the proforma recommended in the Indian Standard Codes and a copy of these shall be sent to the engineer-in-charge every week during the progress of laboratory testing. Whenever desired during the progress of work the engineer-in-charge may be present at the laboratory where the contractor is arranging for execution of the laboratory tests.
- The bore hole shall be cleaned using suitable tools up to the depth of testing or sampling ensuring that there is minimum disturbance of soil at the bottom of the bore hole. The process of jetting through an open tube sampler shall not be permitted. In cohesive soils, the borehole may be cleaned using a bailer with a flap valve. Gentle circulation of drilling fluid shall be done when rotary mud circulation boring is adopted.
- On completion of the borehole, the portion drilled in soil shall be backfilled with Cement Mortar (Cement: Course Sand = 1:4) unless otherwise directed by the engineer-in-charge.
- The contractor shall submit detailed geo-technical report after incorporating the comments (if any) on the draft report.
- Furnish progressively and periodically field bore logs, investigation observations, test results with relevant data and features in triplicate.

- Prepare and submit draft (in duplicate) and final (after incorporating comments, if any) sub soil investigation report as per specification, schedule of items and instructions of the owner/his engineer.
- The entire field as well as laboratory investigation work shall be supervised by a experienced Graduate in Civil Engineering in respective areas of geo-technical investigation work. A geologist shall also be deputed full time at site during investigation whenever drilling is undertaken.
- Soil Sample at every depth of undisturbed and disturbed sample is to be given to WAPCOS to enable them to conduct separate tests/study if necessary.
- Transportation and handing over of the core boxes to designated project office of WAPCOS / areas as instructed by Engineer-in-Charge.

Tests to be conducted and furnished in Investigation Report:

Laboratory Tests for soil (clay, silt, sand, mixed soil, stiff clay etc. except rock) shall consist but not be limited to:

- Liquid Limit as per IS 2720 (Part-IV)
- Plastic limit as per IS 2720 (Part-IV)
- Grain size analysis by sieving as per IS 2720 (Part-IV)
- Natural Moisture Content as per IS 2720 (Part-II)
- Specific Gravity as per IS 2720 (Part-III)
- In-situ as well as laboratory Permeability Test as per IS 5229(Part 2) & IS 2720 (Part-XVII) and as per IS 5229(Part 1).
- Determination of Shear strength Parameters of a specimen tested in Unconsolidated Undrained Tri-axial compression Test without measurement of pore water pressure as per IS 2720 (part-XI)
- Specific Gravity of Soil.
- Young Modulus of Soil Sample.
- Poisson's ratio of Soil Sample.
- Bearing capacity as per IS code

In-Situ tests

➤ **SPT Tests**

Standard Penetration Tests in boreholes shall be carried out in accordance with IS: 2131 at intervals of 1-5m or at every change of strata whichever is less as per IS 2131, IS 1892 and other relevant BIS codes (All Latest editions) in soil, soft or weathered rock or at depths as directed by the Engineer. Samples collected from the split spoon shall be preserved for conducting laboratory tests for identification and classification purpose. Results of all such penetration tests shall be included by the Agency in the bore logs and soil investigation report.

No. of Bore Holes: The approximate no. of Bore Holes at each project site shall be 6 having average depth of 15m. The location of Bore Holes shall be based on the layout planning of various project components as per the direction of Engineer-in-charge.

Depth of Exploration: It shall be around 15m from Natural Ground Level (NGL), which shall vary as per the site requirement.

Obstructions while boring

If any obstruction to normal boring is encountered in any borehole, this obstruction shall be overcome by drilling and/ or by chiseling.

Observation of Ground water level

While sinking boreholes, the Agency shall carefully record the level at which sub-soil water is first encountered. Standing sub-soil water level shall be observed in boreholes every day at the beginning of the boring work. On completion of each borehole, the Agency shall allow sufficient time for the ground water to come to a steady level and record the static sub-soil water table. All such records shall be included by the Agency in the soil investigation report. Method for determination of water level in a borehole shall be according to IS 6935.

1. Sampling:

- i. Disturbed samples: The disturbed soil samples shall be collected from the location of conducting the SPT
- ii. UDS (Undisturbed sample) Collection of undisturbed soil samples using 70mm/100mm dia. Shelby tubes as per IS 2132:1986, IS 1892:1979 from borehole at every 3m depth interval or change of strata whichever is earlier, including cleaning, sealing, storing and transporting to laboratory. (The sampling shall be done from each borehole up to the maximum depth specified.)

2. Drilling in rock

Drilling in rock may be done when SPT refusal is obtained in hard strata and/or rock is encountered. (Refusal is defined as and when 'N' value is 100 or more for 30 cm or part penetration.) .Drilling in rock shall be done for a minimum of 3.0 m and as directed by Engineer-in-Charge. The 'drilling' shall be done as specified in IS: 1892 and other relevant BIS codes (Latest Version).

Drilling in rocks and collection of rock samples shall be as per IS 4464. Drilling shall be carried out in such a manner that maximum core is recovered. This requires close surveillance of wash water, drilling pressures, lengths of runs etc. The drill bit shall be withdrawn and the core removed as often as may be necessary to secure the maximum possible amount of core. It shall ensure that drilling is carried out with necessary skill and expertise.

3. Core samples of rock

Cores of rock shall be taken as specified in IS: 1892 and other relevant BIS Codes. For each run, Core Recovery and Rock Quality Designation (RQD) shall be noted carefully, immediately after cores are taken out of the barrel.

The cores, arranged in core boxes, shall be submitted to the Engineer-in-charge at WAPCOS project or regional office, on submission of the report.

4. Chemical Tests:

The Chemical Tests of the Soil and Sub-soil Water shall be got conducted to identify the presence of injurious chemicals, if any, which may be harmful for the foundation.

Chlorides and Sulphates (as SO₃) etc. shall be tested in soils and water as per IS: 456 - 2000 and other relevant codes.

5. Drinking water Tests:

The Drinking water Tests of the ground water and the methods of sampling and test for drinking water as per IS: 10500-2012. Drinking water is water intended for human consumption for drinking and cooking purposes from ground water/any source. It includes water (treated or untreated) supplied by any means for human consumption.

6. Laboratory Tests:

All relevant Laboratory Tests as are stated in relevant BIS Codes shall be done to work out values in respect of the relevant/applicable Soil Parameters. Some of the parameters are mentioned below:-

- (a) C, ϕ , Void ratio, Liquid Limit, Plastic Limit, Plasticity Index, Sp. Gravity, Dry Density, Saturated Density, Bulk Density, Relative Density, Natural moisture Content, Soil Classification, Grain Size Distribution, Coefficient of Uniformity (C_u), Coefficient of Curvature (C_c), Coefficient of Consolidation (C_v), Coefficient of Volume Change (mv), Compression Index (C_c), Unconfined compressive strength, shrinkage Limit, swelling properties/parameters, etc.
- (b) In case of Rocks: Percent Rock Core Recovery, Rock Quality Designation, Point Load Test, Unconfined compression Test etc.
- (c) Note: Any other tests deemed necessary shall also be conducted.

The necessary calculations to arrive at the above values of soil Parameters shall be submitted along with the Soil Report. The analysis/calculations /interpretation shall be on the basis of relevant BIS Codes. The results and interpretation of all the laboratory tests shall be incorporated in the soil investigation report indicating borehole/field test number, sample number, sample description and depth of collection of sample from ground level.

The report shall help the employer in following ways:

- (1) To determine type of substrata and their various characteristics of Soil/Rock parameters up to the specified depths.
- (2) To assess the general suitability of the site for the proposed works.
- (3) To enable an adequate (Safe and Stable) and economic design to be prepared, including the design of temporary works.
- (4) To propose the best method of construction, to foresee and provide against difficulties and delays that may arise during construction due to ground and other local conditions.
- (5) To determine the changes that may arise in the ground and environmental conditions, either naturally or as a result of the proposed works, and the effect of such changes on adjacent works and on the environment in general.
- (6) The Liquefaction Potential of the site as per IS 1893(Part 1) - 2016.
- (7) Study/recommendations on account of phenomenon of "Amplification" due to presence of 'soft layer' if any.
- (8) The nature and classification of the cement to be used in the foundations consistent with the Soil parameters shall also be recommended.
- (9) The Permissible slope of soil during Excavation shall also be recommended.
- (10) Survey of Collar elevation in the same grid to identify the location of boreholes in the layout plan.
- (11) In case of any discrepancy between given details/specifications and BIS, the decision of Engineer-in-Charge shall govern.

7. Presentation of the Geotechnical Report:

The Agency shall submit soil investigation report in English language. The final soil investigation report shall include complete compilation and consideration of all available data, in-situ and laboratory tests conducted Agency's interpretation and inference of result of shall in-situ and laboratory investigation. It shall include general description of site, geology of the area, soil investigation procedures, description and characteristics of soil and rock, sub-soil conditions, description and results of all in-situ and laboratory tests. The report shall also include drawings showing test locations, borehole logs, subsoil profile, load-settlement and time-settlement curves, tri-axial and unconfined compression test diagrams etc. The Agency shall ensure that all observations made during the field investigation and results of all laboratory tests are incorporated in the final report. The Agency shall perform adequate in-situ and laboratory tests to study and establish the properties of all sub-soil and rock layers.

- (i) Layout Plan showing the Bore holes and Neighboring Structures. Features like Drains, Ponds, and Well etc. if existing within the Plot/Adjacent to the Plot shall also be shown in the Plan.
- (ii) Proposed Super Structure Plan shall be superimposed on the Site Plan. The Location of Bore Holes and position of SPT/ Plate load tests shall be indicated in the plan.
- (iii) A sketch showing the Elevations of Ground Levels, Finished Levels, Proposed Plinth Level, proposed Foundation Level shall be attached. All Levels shall be referred with respect to relevant GTS Bench Mark.
- (iv) Grain size distribution chart shall be attached.
- (v) Bore Log Chart for each Bore Hole showing the levels at which the samples were collected in the format as shown in IS 1892-1979 shall be attached.
- (vi) Graphical presentation of SPT values for each Bore Hole as prescribed in the relevant IS Code shall be attached.
- (vii) Integrated graph showing SPT values/rock parameters for each Bore Hole to give idea of Soil/Rock Profile. Subsoil Water Level to be plotted with Common Datum with reference to GTS bench mark.
- (viii) Results of Evaluation of Liquefaction Potential along with supporting calculations as per IS 1893 (Part -1) - 2016.
- (ix) The value of modulus of subgrade reaction from the Plate Load Test and empirical Relations shall be discussed to arrive at the value to be adopted in Structural Design.
- (x) The report shall clearly specify the process, bore log data, reference charts, location of boreholes in layout plan etc. The various parameters considered i.e. Factor of Safety (FoS) shall be indicated in the report.
- (xi) Providing at least 2 (Two) colour copies of investigation reports.

8. Recommendations regarding Type of Foundations etc.:

- (a) On the basis of the results of the Soil investigation, appropriate type of foundation(s) shall be proposed duly supported with relevant calculations.
- (b) The foundation proposed/ recommended should be safe, stable and economical. The recommendations of various type of footings shall include the following
- (c) **For isolated, strip, combined footings:** The various Depths and corresponding allowable bearing capacity for different sizes shall be provided.
- (d) **For Raft Foundation:** The various Depths and corresponding gross & allowable bearing capacity for different sizes shall be provided. The value of modulus subgrade reaction on the basis of standard empirical reactions etc. shall be provided.

(e) **Pile Foundations:** The type of Pile shall be specified with reference to IS: 2911(Part 1 to 4). The capacity of piles shall be worked out according to the relevant BIS Codes. The recommendations shall include Mix, Length, Diameter, reinforcement etc. The Depth of fixity shall also be determined as per the relevant BIS Codes. Effect of negative skin friction, if any, shall also be elaborated.

(f) **Piled Raft:** As mentioned in (d) & (e) above and any other recommendations.

Note: Allowable Bearing Capacity is the net intensity of loading which the foundation will carry without undergoing settlement in excess the permissible value for the structure under consideration but not exceeding net safe bearing capacity.

2.3. Period of Completion

The works under the Contract shall be completed within **90 (Ninety) days** from the handing over of the site for investigation works.

2.4. Eligible Bidders

- i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm in India and shall operate in conformity with the provisions of laws in India.
- ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate.
- iii. The average annual turnover of the bidder shall not be less than Rs 5.90 Lakh (Rupees Five Lakh Ninety Thousand only) for last three financial years, ending March 2023. Audited Balance Sheet for 5 (five) years ending financial year 2022-23 are to be enclosed.
- iv. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.
- v. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2022-23.
- vi. Experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which bids are invited:

One Similar work of value not less than 9.44 Lakhs

Or

Two Similar works of value not less than 5.90 Lakhs

Or

Three Similar works of value not less than 4.72 Lakhs

Similar works means Geotechnical investigations including testing and drilling of projects related to residential / non-residential / Institutional buildings / Hospital complex (completion certificate issued by client indicating completion cost, date of commencement and date of completion to be submitted)

- vii. Bank Solvency Certificate issued from Nationalised or any Schedule Indian Bank should be at least Rs. 4.72 lakhs. The original certificate issued after the date of publishing of tender shall be furnished by the bidders.
- viii. The bidder must have in-house capacity of carrying out geotechnical investigation works of the similar projects.

2.5. No. of Bid per Bidder

Each Bidder shall submit only **1 (one)** Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. The bidders may submit the bids for investigation works in percentage above or below (plus or minus) of the BoQ items as provided in Section-V.

2.6. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of Bid and WAPCOS in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.7. Site Location

The Location of the Sites are at SSB Bn HQRs Siddarthnagar (UP), SSB Bn HQRs Sitamarhi-II (Bihar), SSB Bn HQRs Araria (Bihar), SSB Bn HQRs Thakurganj (Bihar) and SSB Bn HQRs Tawang-II (Arunachal Pradesh). The bidder shall satisfy regarding all aspects of site conditions of the Locations such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient.

2.8. Estimated Cost of Project

The estimated cost of the work is Rs. 11.80 Lakhs Only including GST. The BoQ is provided in Section-V of the tender documents. The bidder should quote in percentage above or below (plus or minus) of the rates for Geotechnical Investigation mentioned in the BoQ. The bidders should quote for geotechnical investigations per site as mentioned in the financial bid.

B – BIDDING DOCUMENTS

2.9. Contents of Bid Documents

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

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

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

2.10. Clarification of Bid Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Chief Engineer, WAPCOS who will respond to any request for clarification, if necessary. The queries may be sent to: projects@wapcos.co.in. The pre-bid meeting shall be held, as per the schedule mentioned in the NIT.

2.11. Amendment of Bid Documents

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective

bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum. No modification of bid shall be permissible after last date of submission, whatever may be the reason. WAPCOS may at its discretion extend as necessary the deadline for submission of tender, if considered necessary.

C – PREPARATION OF BIDS

2.12. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and WAPCOS shall be written in the **English language** only.

2.13. Documents Comprising the Bid

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

- i. Documentary evidence of having deposited the EMD quoting UTR of RTGS/NEFT
- ii. Signed & scanned copy of duly filled Bid Acceptance Letter as per Annexure-I.
- iii. Signed & scanned copy of duly filled Bidder Information as per Annexure-II.
- iv. Undertaking Regarding Blacklisting / Non - Debarment as per Annexure-III.
- v. Signed & scanned copy of duly filled statement of details of work experience as per Annexure-IV.
- vi. Signed & Scanned Copy of duly filled Financial Information of the Bidder's organization with certificate must carry the UDIN (Unique Document Identification Number) as per Annexure-V.
- vii. Signed & Scanned Copy of No conviction Certificate as per Annexure-VI
- viii. Signed & Scanned Copy of format of Understanding of the project sites as per Annexure-VII.
- ix. Signed & Scanned Copy of No Deviation Certificate as per Annexure-VIII.
- x. Solvency certificate in original issued after the date of floating of NIT as per Annexure - X.
- xi. Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per Annexure-XI.
- xii. Signed & scanned copy of Certificate of registration of company/ firm.
- xiii. Signed & scanned copies of documents for GST Certificate, PAN & GeM portal registration.
- xiv. Signed & scanned copy of Audited balance sheets for the last five years as a proof of turnover and profit details from similar works.
- xv. Signed & scanned copy of Letter of Award/Work Order regarding experience in similar types of works.
- xvi. Signed & scanned copy of the notarized Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.
- xvii. Certified copies of Income tax return of last 5 years.
- xviii. The Bid Security/EMD/ Documentary Proof for waiver of the same, shall be submitted by the Bidder before the date & time of submission of Bid, failing which the bid shall summarily be rejected and the Bid shall not be opened. Completed bidding document, annexures etc., used thereto duly filled in and signed wherever required without altering the formats.
- xix. Any category which the bidder feels is not applicable to their firm, an undertaking shall be given stating the same.

2.14. Bid Prices

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole work as described in *ITB Clause-2.2*, the BoQ mentioned in Section-V and based on the percentage submitted by the bidder.

- i. The bid should include the complete scope of the tender.
- ii. The Bidder shall quote his price in the percentage above or below (Plus or minus) of the BoQ rates in the stipulated format. The price quoted by the bidder shall be firm & 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.
- iii. Prices quoted by the Bidder will include all Materials, Tools & Plant, labor, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, statutory payments like PF, ESI, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc.
- iv. The quantities for the items mentioned in the BOQ may vary. Prices quoted by Bidder in the stipulated BOQ shall be fixed.

2.15. Currency of Bid and Payment

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

2.16. Bid Validity Period

Bids shall remain valid for acceptance for a period of **90 days (Ninety 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 Clause -2.17* regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

2.17. Bid Security / Earnest Money:

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

Rs. 23,600/- (Rupees Twenty Three Thousand Six Hundred only) as Earnest Money Deposit (EMD) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana.

The bank account as per details:

Name of Bank: Indian Overseas Bank

Bank Account Number: 193502000000028

IFSC Code: IOBA0001935

Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana

The bidder registered as 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 & Tender Processing Fee. Exemptions from submitting Earnest Money Deposit shall also be available to all startups (recognized by DIPP).

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.

The EMD shall be payable to WAPCOS without any condition(s), recourse or reservations

- i. The Bid will be rejected in case EMD is not submitted (In case EMD is not exempted).
- ii. The EMD of unsuccessful bidders will be returned not later than 45 (forty five) days after the expiry of bid validity without any interest.
- iii. The EMD of the successful bidder will be discharged after the bidder has furnished the required acceptable performance guarantee.
- iv. The EMD shall be forfeited:
 - a) If a bidder withdraws the bid after bid opening during the period of validity;
 - b) In the case of a successful bidder;
 - i. fails to Sign the Agreement within the 15 days from the date of issue of LOA.
 - ii. fails to furnish the required performance security .
 - iii. fails to commence the work within the stipulated time period prescribed in the contract.
 - c) If a bidder Hides/misrepresents facts.
 - d) If a bidder Refuses to accept Letter of Award.
 - e) If a bidder Tampers/modifies Price Bid Template in any manner.
 - f) If a bidder Gets involved in any corrupt, collusive, coercive or fraudulent practices

2.18. 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.

2.19. Format for Submittal

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

D – SUBMISSION OF BIDS

2.20. Online submission of Bid

The Technical Bid shall also be submitted physically at the address mentioned in NIT however Financial Bid shall be submitted online only.

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

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.13 and EMD

as per clause 2.17 of ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

- i) Documentary evidence of having deposited the cost of bid document and EMD quoting reference of RTGS/NEFT/FDR or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii) Signed & scanned copy of all duly filled Forms and Annexures as per Tender documents.
- iii) All the necessary documents required for evaluation of the bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/information. Financial offers shall be submitted as per prescribed format given in **Section-VI** of Bid document in a percentage rate of BoQ items. Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted.

In case of physical submission of financial bid, the bid shall be summarily rejected.

The Bidder is requested to submit any questions by e-mail to concerned official of WAPCOS not later than **4 (four)** days before the last date of submission of Bid.

The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

i. Broad Outline of Activities from Bidder's Perspective:

i) Submission of Bids

Online submission of Bid

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at gem.gov.in

ii) General

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

iii) Broad Outline of Activities from Bidder's Perspective



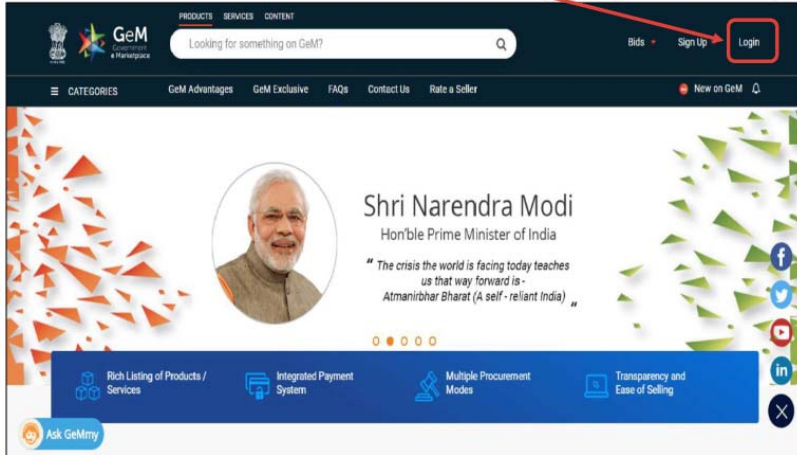
Objective

Welcome!

In this Module, we will introduce you to Bid participation by Seller for Services.

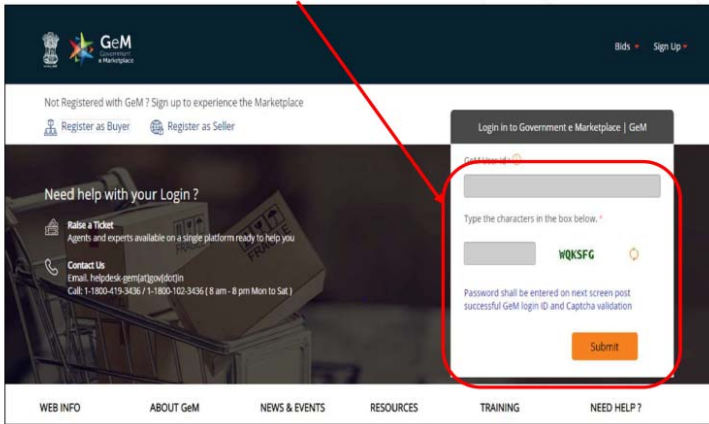


Open gem.gov.in and click on Login.



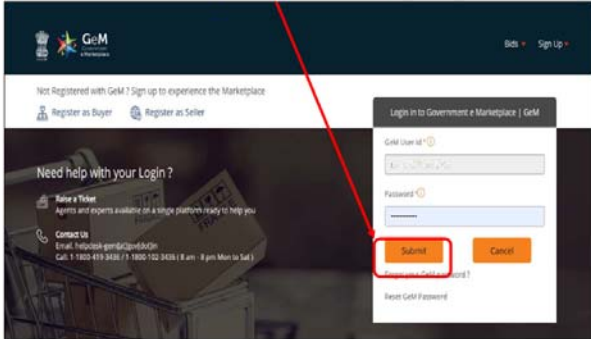
The screenshot shows the GeM homepage. At the top right, there are links for 'Bids', 'Sign Up', and 'Login'. The 'Login' link is highlighted with a red box. A red arrow points from the instruction text to this box. Below the navigation bar, there is a banner for Shri Narendra Modi, Hon'ble Prime Minister of India, with a quote: "The crisis the world is facing today teaches us that way forward is - Atmanirbhar Bharat (A self-reliant India)". Below the banner, there are four service icons: 'Rich Listing of Products / Services', 'Integrated Payment System', 'Multiple Procurement Modes', and 'Transparency and Ease of Selling'. The GeM logo is in the top right corner.

Enter the User ID, the Captcha text and click Submit.



The screenshot shows the GeM login page. The 'Login in to Government e Marketplace | GeM' form is visible. The Captcha field, which contains the text 'WQK5FG', is highlighted with a red box. A red arrow points from the instruction text to this box. The form also includes a 'Submit' button. The background features a 'Need help with your Login?' section with options to 'Raise a Ticket' and 'Contact Us'. The GeM logo is in the top right corner.

Enter the Password and click on Submit.



The screenshot shows the GeM login page. The 'Login in to Government e Marketplace | GeM' form is visible. The Password field is highlighted with a red box. A red arrow points from the instruction text to this box. The form also includes a 'Submit' button and a 'Cancel' button. The background features a 'Need help with your Login?' section with options to 'Raise a Ticket' and 'Contact Us'. The GeM logo is in the top right corner.

Section-II
Instructions to Bidders

GeM Government e Marketplace

Need Help? Dashboard Market Orders **Bids** Catalog

Hello Mansil! Rating: not Available

Select the Bid you want to participate in from the 'List of Bids'.

Notifications

- Notification of upcoming large Bid for procurement of batteries by Indian Army. For Buyers on GeM. Discounta offered on the current display prices for your products will be seamlessly passed on to the buyers. Please send your proposals to: sales@cgem@gem.gov.in
- GeM foresees a growth in buyer transactions in Feb. March-2019. In order to accelerate the growth, we are offering a 5% discount on all transactions for the Buyers on GeM. Discounta offered on the current display prices for your products will be seamlessly passed on to the buyers. Please send your proposals to: sales@cgem@gem.gov.in
- GeM proposes to proactively forward payment delay issues of MSE sellers to MSME-Samadhan. Some of the MSE sellers might have already filed the case at MSME-Samadhan. We request such sellers to send e-mail to msme-pending@gem.gov.in with details such as "Seller name, Udyog adhar number, Seller category (Micro/Small/Medium), GEM contract number, contract date, CRAC date, total amount payable and incident ID# if any" within 48 hours.
- Sellers are hereby notified that they can decline an order from a buyer who has been flagged by GeM for delayed payments. Decline of such order will not affect seller's ratings, and no incident can be created against such rejections. Please click here to check the list of buyers flagged for delayed payments.
- Sellers registered with NSIC (National Small Industries Corporation) are exempted from Vendor assessment.
- Sellers are hereby notified that the incident management policy has been revised. The revised policy, version 12.0 is now available.

Latest Bids

You are invited to participate in bid (GEM/2019/S/58116).

You are invited to participate in bid (GEM/2019/RA/425).

You are invited to participate in bid (GEM/2019/RA/424).

Latest Announcement

16 September 2018

All sellers are hereby notified that strict action would be taken against them and their account will be suspended for 30 days as per the provision in IM policy if it is found that:

- Seller withdraws or modifies or impairs or derogates from the bid in any respect during the period ranging from bid publication to bid closure by way of placing of order in favour of bidder/s and/or award including signing off by bidder/s.

GeM Government e Marketplace

Need help? Dashboard Market Orders **Bids** Catalog

49,178 Bid + Show search terms

Select the type of Bid you want to participate in or search with the Bid number or the Service Title.

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 11-02-2019 09:20 AM

End Date: 11-02-2019 09:20 AM

Participation Status: Financial Pending

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 17-02-2019 11:24 AM

End Date: 17-02-2019 03:00 PM

Participation Status: Technical pending

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 17-02-2019 11:24 AM

End Date: 17-02-2019 03:00 PM

Participation Status: Not participated

GeM Government e Marketplace

Need help? Dashboard Market Orders **Bids** Catalog

Enter the Service Title here to Search & select the relevant option from recommendations.

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 11-02-2019 09:20 AM

End Date: 11-02-2019 09:20 AM

Participation Status: Financial Pending

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 17-02-2019 11:24 AM

End Date: 17-02-2019 03:00 PM

Participation Status: Technical pending

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 17-02-2019 11:24 AM

End Date: 17-02-2019 03:00 PM

Participation Status: Not participated

Bid No. GEM/2019/S/58116

Name: Annual Maintenance Service - ENEX System

Quantity Required: 1

Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer Air Force Groundforce Indian Army

Start Date: 17-02-2019 11:24 AM

End Date: 17-02-2019 03:00 PM

Participation Status: Not participated

ITEM

- Cleaning And Sanitation Service 2.0
- General Cleaning Kit
- Cleaning And Sanitation Service 2.0
- Cleaning Cluster
- Cleaning and Sanitation Service
- Cleaning kit/items
- Cleaning, Sanitation and Disinfection Service - Outcome Based - Periodic
- Transport Pieces; General Cleaning (Sweeping, Mopping, Dusting);
- Janitor
- Drain or pipe clearing equipment
- Employee or In-house Cleaning and Degreasing Expenses
- Facility Management Service - Manpower Based - Industrial;



HOME / Service Bids

Service Bids

Participate Status: Not participated

BID NO: 1511171433
Service Title: Cleaning and Sanitation
Quantity Required: 1000
Start Date: 15-02-2019 09:01 PM
End Date: 20-02-2019 09:00 PM

Department Name And Address: Ministry Of Commerce and Industry, Department Of Consumer Policy and Consumer Affairs, New 10 Annual Spectrum And Windows Infra Limited (Pvt) Ltd.

Participate



HOME / BIDDER PARTICIPATION

Click here to fill in the technical offering.

BID REQUIREMENT

BID DETAILS

TECHNICAL OFFERING

Cleaning and Sanitation (1000)
Participate



Cleaning and Sanitation (1000)
Participate

Additional Required Data/Document(s)
Text : TEST
Cleaning : 1511171433.pdf

Specification	Bid Requirements	Offered
Cove		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Adher(s)		
Soap	Liquid Soap	Liquid Soap
Broom	Long	Long

Save and Continue



HOME / SELLER PARTICIPATION

Need Help | Dashboard | Market | Orders | Bids | Catalog

TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | END & SEND | LOGIN

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation*
Quantity: 1000
Max price: Rs. 0.99

Total Price for contract period for number of broom* (Package Cost):
10

Total Price for contract period for number of soaps* (Package Cost):
10

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

PRIVACY INFO | ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation*
Quantity: 1000
Max price: Rs. 0.99

Total Price for contract period for number of broom* (Package Cost):
10

Total Price for contract period for Number of soaps* (Package Cost):
10

Click here to see the Estimated Price.

SHOW ESTIMATION PRICE

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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Technical Specifications comparison

You can view the technical specifications comparison.

Commodity	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	number of brooms	Number of brooms Price	Number of soaps	Number of soaps Price	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.93	Package : 10	Package : 10	Package : 10	24	235.20	
Sub Total								235.20
Total Price:								23,520.000 (INR)

Cleaning And Sanitation*
Quantity: 1000
Max price: Rs. 0.99

Total Price for contract period for number of broom* (Package Cost):
10

Total Price for contract period for Number of soaps* (Package Cost):
10

Click here to Proceed

Proceed

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).

Cleaning & Sanitation -KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle) :	20000	Change Price
---	-------	--------------

Quantity: 1

Click here to save your price and continue.

LOW ESTIMATION PRICE

ENCRYPT & SAVE

Your price will be encrypted with buyer public key. Now you will not be able to view your price. This can be open with Buyer private key.

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OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: Choose file | No file chosen

Certificate (Requested in ATC): Choose file | No file chosen

Seller: Choose file | No file chosen | File uploaded

Please Upload Financial Document: Choose File | No file chosen

BidCategory: Data Analytics Services

Are you service MSE for this service? Yes No

MSE Category Certificate: Choose file | No file chosen

Please upload MSE category certificate for verification

File uploaded: 164370634.pdf

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disallowance, without any further notice
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

Financial and other document to be uploaded by the seller.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.



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OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: Choose file | No file chosen

Certificate (Requested in ATC): Choose file | No file chosen

Seller: Choose file | No file chosen | File uploaded

Please Upload Financial Document: Choose File | No file chosen

BidCategory: Data Analytics Services

Are you service MSE for this service? Yes No

MSE Category Certificate: Choose file | No file chosen

Please upload MSE category certificate for verification

File uploaded: 164370634.pdf

Please Note:

- 1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disallowance, without any further notice
- 2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

Select "Yes" if you wish to apply for MSE Purchase Preference and Upload the MSE Category Certificate for Verification.







Need Help | Dashboard | Market | Orders | Bids | Catalog

HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS BMD & EPBG VERIFY OTP

Bid Number: GEM2019/027398

Participation Status: Withdrawn [Re Participate Bid](#) Remaining: 2

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

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Status is shown as withdrawn. If you wish to re-participate click here.



Need Help | Dashboard | Market | Orders | Bids | Catalog

HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS BMD & EPBG VERIFY OTP

Bid Number: GEM2019/027398

Participation Status: Participated [Withdraw Bid](#)

Withdrawal Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.

Reason *

Incorrect price quoted [Withdraw](#) [Cancel](#)

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

Enter reason for withdrawing and click on "withdraw".



Need Help | Dashboard | Market | Orders | Bids | Catalog

HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS BMD & EPBG VERIFY OTP

Bid Number: GEM2019/027398

Participation Status: Participated [Withdraw Bid](#)

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

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In case you want to withdraw from bid, click here.

REGISTRATION

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

Note: For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, and Location etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid; in case they want to obtain any clarification / help from the GeM Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Note: For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.

SUBMISSION OF BIDS

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.
6. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

1. The physical submission of Technical Bids is **mandatory**. Non-submission of the physical bids shall be liable for rejection of the bids.
2. The Technical Bid shall be wrapped in an envelope addressed to **Chief Engineer, CMU-III, WAPCOS Ltd., NPCC Building, Plot no. 148, Sector 44, Gurugram, Haryana** duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. The financial bid is not be submitted in sealed cover physically. However, the same is to be uploaded online only.
3. The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.

4. No responsibility will be accepted by WAPCOS for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
5. The Bid should be submitted in the office of **Chief Engineer, CMU-III, WAPCOS Ltd., NPCC Building, Plot no. 148, Sector-44, Gurugram, Haryana.**

2.21. 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.

2.22. Modification and Withdrawal of Bids

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

The bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of bid in accordance with *ITB clause-2.21*.

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-2.17*.

2.23. Bidding Documents

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

2.24. 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.

E – BID OPENING AND EVALUATION

2.25. Bid Opening

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 or they can view the bid opening event online at their remote end. 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.

2.26. Evaluation of Bid

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

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

Any other reasons due to which WAPCOS finds that the bidder is not eligible.

- i. 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.

- ii. WAPCOS shall evaluate the Bid based on the documents submitted by the Bidder.
- iii. WAPCOS shall also evaluate the bidders on the basis of the equipment and the manpower of the firm.
- iv. Evaluation of the Bids shall be based on Least Cost Basis.
- v. After evaluation, the bidders may be notified of the Least Cost so obtained. However, it does not mean that the entire work shall be awarded to the agency with least quote.

2.27. Shortfall Documents

WAPCOS may ask the bidder for submission of additional documents if required in case of shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. 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.

2.28. Confidentiality of Bids

After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the Award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by a bidder to influence WAPCOS in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning Award of Contract, may result in the rejection of his bid.

2.29. Clarification of Bids

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

2.30. Determination of Responsiveness

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

- i) has been properly signed.
- ii) is accompanied by required securities.
- iii) is substantially responsive to the requirement of bidding document.
- iv) provides necessary clarification or substance.

A substantially responsive document is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the bidding document
- iv) affects unfairly the competitive position of another bidder.

Bids not found substantially responsive are liable to be rejected. Conditions if added by the bidder, which have adverse bearing on the cost and scope of tendered work shall make the tender liable to disqualification.

2.31. Corrections of Errors in Bids

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

2.32. Evaluation of Bids

WAPCOS will only evaluate and compare the bids determined to be substantially responsive.

In evaluating bids, WAPCOS will determine, for each bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

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

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

F – AWARD OF CONTRACT

2.33. Comparison of Bids and Award Criteria

WAPCOS will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and found lowest.

Prior to the expiry of the period of bid validity prescribed by WAPCOS or any extension thereof, WAPCOS will notify the successful bidder by email and confirmed in writing by registered letter that his bid has been accepted. This “Letter of Award” shall contain the contract price payable to the successful bidder in consideration of the execution and completion of the Works by the successful bidder prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of award will constitute the part of the Contract agreement.

2.34. Signing of the Contract

Within **15(Fifteen)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or a specified in the letter of award the successful bidder or his authorized representative shall attend the office of the **Chief Engineer, CMU-III, WAPCOS Limited, NPCC Building, Plot No. 148, Sector-44, Gurugram, Haryana** for signing of the Contract Agreement. Failure on the part of the successful bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

2.35. Performance Security

Within **10 (ten)** days of the receipt of the notification of award from WAPCOS, but not later than the date of the signing of the Agreement, the successful bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of **5% (Five percent)** of the Contract Price in accordance with the Conditions of the Contract. The Performance Security shall be initially valid up to period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder.

The Performance Security provided by the successful bidder in the form of a Bank Guarantee, from a Nationalized Bank drawn in favour of **WAPCOS LIMITED** payable at **Gurugram**. The Bank Guarantee shall be on the Performa given in *Annexure-XI* of

Section-IV. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

In case, any error or discrepancy is found in the investigation data / report so formulated by the contractor, the performance security of the bidder shall be forfeited.

2.36. Income Tax

The Contractor shall be liable for payment of Contractor's Tax in lieu of income tax as per relevant section of Income Tax Act applicable under the rules of Govt. of India. Deduction towards income tax shall be made from gross amount of every interim payment certified by the Engineer-in-Charge.

2.37. Execution and Completion of Works

The Contractor shall execute, complete within the stipulated period of time and also in accordance within the provision of contract and maintain till acceptance by WAPCOS. In case of failure on the period specified, the damages will be imposed as specified in *Clause-26 of Section-III.*

SECTION - III
CONDITIONS OF CONTRACT

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Clause-1: Definitions

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

- i. 'Employer' means WAPCOS Limited who will employ the Agency.
- ii. 'Tender/Bid, tenderer/bidders/Agency' are synonymous throughout this contract document.
- iii. 'Contractor' means the person or persons, firm or company, group of firms whose bid has been accepted by the WAPCOS and includes the Contractor's personal representatives, successors and permitted assigns.
- iv. "Engineer-in-Charge" (EIC) means the Engineer-in-Charge appointed from time to time by the WAPCOS and notified in writing to the Contractor to act as the Engineer-in-Charge for the purposes of the Contract.
- v. "Engineer-in-Charge's Representative" means any Resident Engineer or assistant of the Engineer-in-Charge appointed from time to time by the WAPCOS or the Engineer-in-Charge to perform the duties set forth in *Clause-2* hereof, whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
- vi. "Site/Project Manager" means the overall in-charge of the work appointed by the Contractor to perform all contract obligations as defined in the contract document and whose authority shall be notified in writing to the Engineer-in-Charge for approval.
- vii. "Contract" means the Conditions Governing the Contract, General Technical Specifications and Letter of Award and the Contract Agreement.
- viii. "Contract Price" or "Contract value" means the sum indicated in the Letter of Award.
- ix. "Machinery" means equipment, machinery, tools, appliances, other implements of all description or things of whatsoever nature required in or about the execution, or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- x. "Specifications" means the General Technical Specifications and other Specifications referred to in the Bidding Documents and any modification thereof or addition thereto or deletion therefrom as may, from time to time, be furnished/decided by WAPCOS and/or submitted by the Contractor and approved in writing by the Engineer-in-Charge.
- xi. "Site" means the land and other places on, under, in or through which the Works, designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the WAPCOS for the purposes of working space or any other purpose as may be specifically designated in the Contract or subsequently approved as forming part of site.
- xii. "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- xiii. "Sr. General Manager" means the Sr. General Manager of WAPCOS for the Works or his successor and to whom the Engineer-in-Charge reports.
- xiv. "Gol" means Government of India.
- xv. "Letter of Award" means the letter from the WAPCOS conveying acceptance of the bid subject to such reservations as may have been stated therein.
- xvi. "B.I.S" means Bureau of Indian Standard Specifications with latest amendments or revisions as currently in force at the time of execution of the Works.
- xvii. "Day" means a day from midnight to midnight.
- xviii. "Month" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- xix. "Week" means seven consecutive days.
- xx. "Quarter" means a period of three consecutive months starting from January, April, July and October i.e. January to March, April to June, July to September and October to December.

- xxi. "Rupees" means Rupees in Indian Currency.
- xxii. Words in singular number shall include the plural number and vice-versa where the context so requires. "He" shall include "She" and vice-versa.
- xxiii. "Cost" mean all expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges allocable thereto but does not include any allowance for profit.
- xxiv. Retention money & security deposit are synonymous.

Clause-2: Duties and Powers of Engineer-in-Charge

- i) The Engineer-in-Charge shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.
- ii) The Engineer-in-Charge's representative(s) shall be responsible to the Engineer-in-Charge, and his duties are to watch and supervise the works and to test and examine any materials to be used or workmen employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any Work involving delay or any extra payment by the Engineer-in-Charge, nor to make any variation of or in the Works.
- iii) The Engineer-in-Charge may, from time to time in writing, delegate to the Engineer-in-Charge's Representative(s) any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegations of Powers and authorities. Any written instructions or approval given by the Engineer-in-Charge's Representative(s) to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor as though it had been given by the Engineer-in-Charge.

Clause-3: Assignment

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by a charge in favour of the Contractor's bankers of any money due or to become due under this Contract, without the prior written consent of the WAPCOS.

Clause-4: Ruling Language and Law

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

Clause-5: Contractor's Responsibilities

- i) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- ii) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods provided that the Contractor shall be responsible, except as may be expressly provided in the Contract, for Geotechnical Investigation of Soil.
- iii) Where no specifications have been laid down, the materials used and the Work done shall conform to the relevant Specifications (B.I.S. Codes, ASTM, etc.) or as directed by the Engineer-in-Charge.

- iv) All instructions and orders given by the Engineer-in-Charge or his representative at Site are to be maintained in the Site Instruction Book and shall be taken to have been conveyed to the Contractor for his compliance.
- v) The Contractor must have a site/ field office to receive normal correspondence between 9 AM and 5.30 PM on working days and urgent correspondence at any time on all days.

Clause-6: Contract Agreement

The Contractor shall, when called upon so to do, enter into and execute a Contract Agreement, to be prepared and completed at the cost of the WAPCOS, with such modification as may be necessary.

Clause-7: Performance Security

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

Clause-8: Inspection of Site

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

Clause-9: Sufficiency of Bid

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

Clause-10: Works to be executed to the Satisfaction of Engineer-in-Charge

Save in-so-far as it is legally or physically impossible the Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer-in-Charge and shall comply with and adhere strictly to the Engineer-in-Charge's instructions and directions on any matter whether mentioned in the Contract or not,

touching or concerning the Works. The Contractor shall take instructions and directions from the Engineer-in-Charge, or, Engineer-in-Charge's Representative.

Clause-11: Contractor's Superintendence

- i. The Contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. The Contractor shall immediately after receiving letter of award of the work, intimate in writing to the Engineer-in-Charge the detailed CV including name, qualification, experience, age, address and other particulars along with certificates of the Site/Project Manager to be the In-Charge of the work.
- iii. The Site/Project Manager shall on receiving reasonable notice from the Engineer-in-Charge present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Site/Project Manager shall be deemed to have the same force as if these have been given to the Contractor. The Site/Project Manager Representative and/or the Contractor or his responsible authorized agent shall be available at site.
- iv. In case the Site/Project Manager of the Contractor does not discharge his duties satisfactorily, the Engineer-in-Charge shall have full powers to suspend the work and Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the Site Manager along with every account bill/final bill and shall produce evidence, if at any time, so required by the Engineer-in-Charge.

Clause-12: Contractor's Employees

- i. The Contractor shall provide and employ on the Site in connection with the execution of the Works:
 - a) only such technical assistants as are skilled and experienced in their respective trades and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.
- ii. The Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who, in the opinion of the Engineer-in-Charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable and such persons shall not be again employed upon the Works without the written permission of the Engineer-in-Charge. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer-in-Charge.

Clause-13: Care of Works

- i. The Contractor shall take full responsibility for the care of the Works from the date of Commencement of Works until the date of issue of the Completion Certificate for the whole of the Works when the responsibility for the said care shall pass to the WAPCOS.
- ii. In the event of any loss or damage to the Works or any part thereof, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clauses (v) & (vi) of this Clause, the Contractor, at his own cost, shall rectify such loss or damage so that the works conform in every respect within provision of the contract to the satisfaction of Engineer-in-charge. The contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under clause 31.
- iii. Any item if found not necessary at site during execution of work, though mentioned in the Bill of Quantities, can be deleted and no claim, what so ever, shall be entertained on this account.

- iv. The watch and ward of all Materials and Machinery shall be responsibility of contractor / agency.
- v. The WAPCOS's risks are as under:
 - a) Loss or damage due to the use or occupation by the WAPCOS of any section or part of the Permanent Works except as may be provided for in the Contract.
 - b) loss or damage to the extent that it is due to the design of the Works other than any part of the design provided by the Contractor.
- vi. Force Majeure/Excepted risks are as under:
 - a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, act of public enemies.
 - b) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel. any operation of the forces of nature against which an experienced Contractor could not reasonably have been expected to take precautions.
- vii. In the event of any loss or damage to the Works which may occur or arise out of any of the Risks defined in Sub-Clause (v) of this Clause, the same shall be made good/rectified by the Contractor, if and to the extent required by the Engineer-in-Charge.
- viii. In the event of any loss or damage which may occur or arise out of any of the risks defined in Sub-Clause (vi) of this Clause, neither party to the Contract shall be liable to the other for any such loss or damage. However, in the event of any loss or damage to the works arising as a consequence of the risk(s) defined in Sub-Clause (vi) of this Clause the same shall be made good/rectified by the Contractor at the cost of the WAPCOS which sum shall be determined by the Engineer-in-Charge under the provisions of the Contract.

Clause-14: Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the WAPCOS against all losses and claims in respect of injuries or damage to any persons or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to injuries or damage to persons or property resulting from any act or neglect of the WAPCOS, its servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the WAPCOS, its servants or other Contractors for the damage or injury.

Clause-15: Third Party Insurance

- i. The Contractor, but without limiting his obligations and responsibilities under *Clause-14* hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the WAPCOS, or to any person, including any employee of the WAPCOS, by or arising out of the execution of the Works or in the carrying out of the Contract, otherwise, than due to the matters referred to in the provision to *Clause-14* hereof.
- ii. Amount of Third Party Insurance
Contractor is required to take third party insurance cover for an amount of 10% (ten percent) of contract value from Nationalized insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Employer / Owner / Client, arising out of the execution of the Works or Temporary works. Wherever required by Employer the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.
- iii. Provision to Indemnify WAPCOS

The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the WAPCOS, the insurer will indemnify the WAPCOS against such claims and any costs, charges and expenses in respect thereof.

Clause-16: Accidents or Injury to Workmen

- i. The WAPCOS shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor. The Contractor shall indemnify and keep indemnified the WAPCOS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- ii. On the occurrence of accident arising out of the Works which result in death, or which is so serious as to be likely to result in death, the Contractor shall, within twenty four hours of such accident, report in writing to the Engineer-in-Charge and other statutory bodies of the Government the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the Works involving injuries to persons or damage to property other than that of the Contractor shall be promptly reported to the Engineer-in-Charge and other statutory bodies of the Government stating clearly and in sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the Contractor shall indemnify the WAPCOS against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the WAPCOS as a consequence of failure to give notice or failure to conform to the provisions of any Act in regard to such accidents.
- iii. Insurance against Accident to Workmen
- iv. The Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the WAPCOS is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

Clause-17: Giving of Notices, Compliance with Statutes & Regulations

- i) Giving of Notices and Payment of Fees
The Contractor shall give all notices and pay all fees required to be given or paid by any Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.
- ii) Compliance with Statutes, Regulations etc.
The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the WAPCOS indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or by-law.

Clause-18: Opportunities for other Contractors

The Contractor shall, in accordance with the requirements of the Engineer-in-Charge, afford all reasonable opportunities for carrying out their works to any other Contractors employed by the WAPCOS and their workmen and to the workmen of the WAPCOS and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the WAPCOS may enter into in connection with or ancillary to the Works.

Clause-19: Upkeep of Site

During the progress of the Works, the Contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose of any surplus materials and clear away and remove from the site any wreckage, rubbish or Temporary Works no longer required. In case the Contractor does not keep the area clean and if found necessary to get the area cleaned, the Engineer-in-Charge shall issue a notice of forty-eight hours, and in the event of non-compliance by the Contractor, get the area cleaned by some other agency. The cost of such cleaning shall be borne by the Contractor. In case of rubbish accumulating due to deposition by more than one Contractor, the share of charges to be borne by the Contractors as indicated by the Engineer-in-Charge shall be final.

Clause-20: Labour

i. Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise. The Contractor shall not employ in connection with the Works any person who has not completed 18 years of age. No female labour shall be employed in night shifts. The Contractor shall, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer-in-Charge or his Representative.

ii. Alcoholic Liquor & Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

iii. Disorderly Conduct, etc.

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection, of persons and property in the neighborhood of the Works against the same.

iv. Contractor to Follow Labour Laws

The Contractor shall, in respect of labour employed by him, comply with the provision of the various labour laws, Minimum Wages and shall indemnify the WAPCOS in respect of all claims that may be made against the WAPCOS for non-compliance thereof by the Contractor. Notwithstanding anything contained herein, the Engineer-in-Charge may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.

Clause-21: Suspension of Work

The Contractor shall, on receipt of the order in writing from the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of works as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor or
- b) for improper execution of the works or part thereof for reasons other than the default of the Contractor or

- c) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction given by the Engineer-in-Charge.

Clause-22: Commencements of Works

The Contractor shall commence the Works on Site from the issue of the Letter of Award to him to this effect by the WAPCOS and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-24* hereof.

Clause-23: Possession of Site

- i. So far as the Contract may prescribe, the extent of portions of the Site of which the Contractor is to be given possession from time to time, the Engineer-in-Charge in turn will issue written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in *Clause-11* hereof.

The Contractor shall not be allowed, without any prior consent of the Engineer-in-Charge, to occupy other Government and/or WAPCOS land for temporary use.

- ii. Rights of Way and Facilities
- iii. The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide, at his own cost, any additional facilities outside the Site required by him for the purpose of the Works.
- iv. The contractor shall not be entitled for any additional payment against any delay of handing over of site.
- v. The locations shall be handed over to the contractor in phases as per availability of land with the owner. The contractor shall not be entitled for any additional payment towards mobilization / demobilization of equipment and manpower.

Clause-24: Time for Completion

The period of completion of the whole of the Work shall be **90 (Ninety) days** or such extended time as may be allowed under *Clause-25* hereof. The period of completion shall be reckoned from the day of issue of the Letter of Award to the Contractor by the WAPCOS or handing over of the site for taking up geotechnical investigations. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the contractor, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value.

Clause-25: Extension of Time for Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances beyond the control of the Contractor which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the Completion of the Works, the Engineer-in-Charge shall determine the period of such extension and shall notify the Contractor accordingly. Provided that the Engineer-in-Charge is not bound to take into account any extra or additional or other special circumstances unless the Contractor has, within 3 days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer-in-Charge, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Contractor shall not be entitled to any payment for the time related costs incurred by him, if any, except those provided under the Contract, during the extended period for completion of Works.

Clause-26: Liquidated Damages for Delay

- i. If the Contractor shall fail to achieve completion of the Works within the time prescribed by *Clause-24* hereof, then the Contractor shall pay to the WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by *Clause-24* hereof and the date of certified completion of the Works. The WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- ii. The Liquidated damages penalty will be charged for all delays due to the fault of the Contractor **at the rate of 1.0 % of contract value per week** beyond the stipulated period of completion including authorized extensions if any, subject to **maximum of 10% of the contract value.**

Clause-27: Certification of Completion of Works

When the whole Work have been fully completed and have satisfactorily passed as described in the contract and shall be deemed to be a request by the Contractor for the Engineer-in-Charge to issue a Certificate of Completion in respect of the Works. The Engineer-in-Charge shall, within 30 (Thirty) days of the date of delivery of such notice either issue to the Contractor, a Certificate of Completion stating the date on which, in his opinion, the Works are substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge's opinion, are required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein.

Clause-28: Contractors to Search

The Contractor shall, if required by the Engineer-in-Charge in writing, search under the directions of the Engineer-in-Charge for the cause of any defect, imperfection or fault appearing during the progress of the Works shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense.

Clause-29: Variations

It may be noted that quantities of work given in the schedule has been estimated as realistically as possible. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions. No change in the quoted rate shall be allowed due to changes in the quantities of works actually executed and the quantities given in the schedule of works.

The Engineer-in-Charge shall make any variation in the form, quality or quantity of the Works or any part thereof or substitution for original specifications, drawings and instructions that may, in his opinion be necessary and for that purpose, or if for any other reason it shall, in his opinion be appropriate, he shall have power to order the Contractor to do and the Contractor shall do any or all of the following:

- a) increase or decrease the quantity of any work included in the Contract.
- b) Omit or substitute any such work.
- c) Change the character or quality or kind of any such work.
- d) change the levels, lines, positions and dimensions of any part of the works
- e) execute, additional work of any kind necessary for the completion of the works,
- f) Change any specified sequence, or timing of construction of any part of the works.

No such variations shall in any way vitiate or invalidate the Contract. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor. Any altered, additional and substituted work which the Contractor may be directed to do in the manner above specified as part of the Work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main Work. The maximum variation thus ordered shall be limited to 100% of the overall quantities mentioned in the tender document. Within this limit of variation, the contractor shall be paid as per the rates quoted by the bidder. Beyond this limit, the payment to the contractor shall be made as per the rate analysis based on the market rates.

Clause-30: Works and Materials

The Contractor shall provide at his own expense all materials including Equipment, Materials and Camps required for the execution of the Works. He shall furnish along with the bid a list of items of machinery/equipment which he shall be using on the particular job. He shall also make necessary arrangements for supplementing them at his own expense, if required to do so by the Engineer-in-Charge at the time of award of the Contract, or later on as the Work progresses. The Contractor shall remove from the Site all the said unused materials after obtaining written permission of the Engineer-in-Charge.

Clause-31: Works to be measured

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value, in accordance with the contract, of work done. All measurements and levels can be checked jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the Contractor or their representative in token of his acceptance. If the Contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

The Contractor shall, without extra charge, provide all instruments, labour and other items necessary for survey, measurement and recording of levels etc.

Clause-32: Security Rules

The Project shall be a protected Area. The Contractor, his employees and labourers shall have to follow the Security Rules as may be imposed from time to time by the Engineer-in-Charge. If the Contractor, his employees or labourers are found to be reluctant to follow the Rules, the Engineer-in-Charge will have the right to prohibit such persons from entering into the Project Area. If required the Engineer-in-Charge shall have the authority to take the help of local District Administration and or local police, if it is considered absolutely necessary.

Clause-33: Work Personnel

The Contractor shall submit to the WAPCOS, the details and bio-data of all personnel he proposes to bring into work place for the performance of the Works under the Contract. Such data for each person shall, besides the proof of his Indian citizenship (either Aadhar or voter identity card), contain the name, his present address, his assignment and responsibility in connection with the Works, and a short resume of his qualifications, experience etc. in relation to the Works to be performed by him.

Clause-34: Terms of Payment

i) Taxes

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

ii) Retention Money

- a) Deduction of Retention Money amounting to **5% (Five percent)** of the Works executed shall be made by the Engineer-in-Charge.
- b) The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Contractor against the WAPCOS. Provided always that, if at such time there shall remain to be executed by the Contractor any Works ordered during such period, the WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall, in the opinion of the Engineer-in-Charge represent the cost of the Works so remaining to be executed.
- c) Retention Money shall be refunded six months after the successful completion of work.

iii) Payment Milestones

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

Sl. No.	Item/Deliverables	% of total Contract Cost
1.	On Completion of Geotechnical Investigation Studies and Submission of Report	60%
2.	On Acceptance / Approval of Geotechnical Investigation Report.	40%

Note: -

- a) 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.
- b) Contractor shall submit his bill along with full description about service provided, separately for both of the works.
- c) Contractor shall not claim payment against pending services or incomplete stages of work.
- d) All payments paid to Contractor 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.
- e) In case only a part of the project is continued beyond any stage, on further payment shall be made to the Contractor for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage
- f) The cost of references to be made by the Contractor to his in-house professional experts or outside professional experts are included in Contractor's fees and nothing extra will be paid by WAPCOS on this account.
- g) The payments shall be made only on back-to-back basis upon receipt of payment from the Client/ Owner and no interest is payable on account of delay if any. The Contractor acknowledges that under the present Contract, WAPCOS is only working as intermediary between NVS, being Principal Client and Contractor. Thus, the Contractor unconditionally acknowledge that the payments under the present Contract shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from NVS being Principal Client. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract

is not received from NVS (Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

iv) Final Certificate

On receipt of the Final Account, the Engineer-in-Charge shall promptly prepare and issue to the Contractor a Final Payment Certificate certifying any further money due to the Contractor in respect of the Contract. Payment to the Contractor of the amount due under Final Payment Certificate shall be made by the WAPCOS within sixty days of such Certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the Contractor.

Clause-35: Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by the Engineer-in-Charge stating that the Works have been completed and maintained to his satisfaction. The completion Certificate shall be given by the Engineer-in-Charge within twenty eight days after the expiration of the Period of completion, or, if different periods of completion shall become applicable to different sections or parts of the Works, the expiration of the latest such period, or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer-in-Charge and full effect shall be given to this Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the WAPCOS. Provided always that the issue of the completion Certificate shall not be a condition precedent to payment to the Contractor of the retention money in accordance with the conditions set out in *Clause-34* hereof.
- ii. Cessation of WAPCOS's Liability'
The WAPCOS shall not be liable to the Contractor for any matter or thing arising out of or in connection with Contract or execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.
- iii. Unfulfilled Obligations
Notwithstanding the issue of completion Certificate, the Contractor and, subject to sub Clause (ii) of this Clause, the WAPCOS shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

Clause-36: Remedies and Powers

i. Default of Contractor

If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the WAPCOS first obtained, or shall have an execution levied on his goods, or if the Engineer-in-Charge shall certify in writing that, in his opinion, the Contractor;

- a) has abandoned the Contract, or
- b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for twenty-eight days after receiving, from the Engineer-in-Charge, written notice to proceed, or

- c) has failed to remove materials from the site or to pull down and replace work for twenty-eight days after receiving from the Engineer-in-Charge's written notice that the said materials or work had been condemned and rejected by the Engineer-in-Charge under these conditions, or
- d) despite previous warnings by the Engineer-in-Charge's in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has, to the detriment of good workmanship, or defiance of the Engineer-in-Charge's instruction to the contrary, sub-let any part of the Contract;
- f) then the Engineer-in-Charge may, after giving fourteen days' notice in writing to the Contractor, enter upon the Site and Works and expel the Contractor, from the entire Works or part thereof, without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the WAPCOS or the Engineer-in-Charge by the Contract, and may itself complete the entire Work or part thereof as the case may be or may employ any other Contractor to complete the Works. The WAPCOS or such other Contractor may use for such completion so much of the Temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the Contract, as he or they may think proper, and the WAPCOS may, at any time, sell any of the said Temporary works and unused materials towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

ii. Valuation at Date of Forfeiture

The Engineer-in-Charge shall, as soon as may be practicable after any such entry and expulsion by the WAPCOS, fix and determine ex-parte, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any Temporary Works.

iii. Payment after Forfeiture

If the WAPCOS shall enter and expel the Contractor under this Clause, it shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the WAPCOS have been ascertained and the amount thereof certified by the Engineer-in-Charge. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer-in-Charge may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the WAPCOS the amount of such excess and it shall be deemed a debt due by the Contractor to the WAPCOS and shall be recoverable accordingly.

In the event of the above course being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account or with a view to the execution of the Works or the performance of the Contract.

Clause-37: Special Risks / Termination of Contract

i. Special Risks

The special risks are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, and all other risks described in *Clause-13 (vi)* hereof.

ii. Termination of the Contract

If, during the currency of the Contract any of the Special Risks mentioned hereinabove which, whether financially or otherwise, materially affects the execution

of the Works, the Contractor shall unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavors to complete the execution of the Works. Provided always that the WAPCOS shall be entitled at any time after occurrence of such Special Risks to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the right of the parties under this Clause and to the operation of *Clause-39* hereof, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

iii. **Payment if Contract Terminate**

If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the WAPCOS, in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a. The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer-in-Charge of any such items, the work or service comprised in, which has been partially carried out or performed.
- b. The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming property of the WAPCOS upon such payments being made by it.
- c. A sum to be certified by the Engineer-in-Charge, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by payments in this sub-clause before mentioned.

Clause-38: Payment in the event of Frustration

If a war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling its Contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the WAPCOS to the Contractor in respect of the work executed shall be the same as that which would have been payable under *Clause-37* hereof if the Contract had been terminated under the provisions of *Clause-37* hereof.

Clause-39: Resolution of Disputes

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is resulting in a dispute, it shall be referred to the Engineer-in-Charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written decision to the Contractor. Upon receipt of the written decision of the Engineer-in-Charge, the Contractor shall promptly proceed without delay to comply with such decision.

Clause-40: Adjudication of Disputes

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e. It is also acknowledged and accepted that WAPCOS is only working as intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f. The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

Clause-41: Notices

- i. Service of Notices on Contractor
All certificates, notices or written orders to be given by the Engineer-in-Charge to the Contractor under the terms of the Contract shall be served either by sending by post or delivering the same to the Contractor's office on Site or his principal place of business, or such other address as the Contractor shall nominate for this purpose.
- ii. Service of Notices on WAPCOS or Engineer-in-Charge

All notices to be given to the WAPCOS or to the Engineer-in-Charge under the terms of the Contract shall be served by sending by post or delivering the address: **Chief Engineer, CMU-III, WAPCOS Ltd., NPCC Building, Plot no. 148, Sector 44, Gurugram, Haryana-122003**

- iii. Change of Address
Either party may change a nominated address to another address by prior written notice to the other party.

Clause-41: Increases or Decrease of Costs

If the prices of materials and/or wages of labour required for execution of the work increase/decrease, the Contractor's payment shall be not adjusted in any case.

Clause-42: Taxation

- i. The price bid by the Contractor shall include all duties, levies and taxes including GST that may be levied according to the laws and regulations, nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax on profits made by him in respect of the Contract.
- ii. Income Tax
The Contractor's staff, personnel and labour will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Clause-43: Bribery and Collusion

- i. The WAPCOS shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have offered or given to any person any consideration of any kind as an inducement or reward for doing, forbearing to do, any action in relation to obtaining, or in the execution of the Contract or any other Contract with the WAPCOS, or for showing favour to any person in relation to the Contract or any other Contract with the WAPCOS, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if the Contractor shall have come to any agreement with another Contractor or number of Contractors whereby an agreed quotation or estimate shall be offered as a bid to the WAPCOS by one or more Contractor(s).
- ii. In the event of such termination, the Contractor shall:
 - a) proceed as provided in *Clause-37 (iii)* hereof;

Clause-44: Termination of Contract for WAPCOS' Convenience

- i. The WAPCOS or the Contractor may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a) The contractor stops work for 7 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge.
 - b) The Engineer-in-Charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 15 days.
 - c) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge.

- e) The contractor does not maintain a Security, which is required and If the contractor, in the judgment of the WAPCOS has engaged in corrupt or fraudulent practices in completion for or in executing the contract.
- f) Notwithstanding the above, the WAPCOS may terminate the Contract for convenience.
- g) The Contractor has delayed the completion of Works by the number of days for which the maximum amount of liquidated damages can be imposed. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge of behalf of WAPCOS shall have powers:
 - a. To determine/terminate the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of WAPCOS.
 - b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In such case the left out work could be got executed by Engineer-in-Charge through other agency at the risk and cost of contractor. Any additional cost determined by Engineer-in-Charge to complete the work in all respect shall be recovered from any payment due to the contractor against any other work in WAPCOS.
 - c. If the contract is terminated, the contractor shall stop work immediately, make the Site safe and secure, and leave the site as soon as reasonably possible.
- iii. Payment upon Termination
 - a) If the Contract is terminated because of a fundamental breach of contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage representing WAPCOS's additional cost for completing the works as determined by the Engineer-in-Charge to apply to the value of the work not completed. Additional liquidated Damages shall not apply. If the total amount due to the WAPCOS exceeds any payment due to the Contractor, the difference shall be a debt payable to the WAPCOS.
 - b) If the Contract is terminated for the WAPCOS's convenience or because of a fundamental breach of contract by the WAPCOS the engineer-in-Charge shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the Works, and the Contractor's cost of protecting and securing the works, and less advance payments received up to the date of the certificate.

Clause-45: Environments, Pollution and Noise

Subject to and without prejudice to any other provision of the contract and the law of the land and its obligations as applicable, the Contractor shall take all reasonable precautions in connection with streams, watering, drains, water courses, underground water resources including percolating water and will prevent.

- i) Silting
- ii) Erosion of the beds or banks
- iii) Pollution of the water so as to affect adversely the quality or appearances thereof or cause injury or death to animal and plant fire.
- iv) Any interference with the supply to or obstruction from such sources
- v) Pollution of the water so as to affect adversely the quality thereof

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep the employer indemnified from & against any responsibility for damages or in carrying out the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability. The vegetation and land shall be protected from damage during the course of execution except to the barest minimum essentially required not to cause or permit any one to cause any nuisance, disturbance or pollution or inconvenience to public, employer or neighborhood of site.

Clause- 46: Preference to Make In India

- 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.
- Verification of Local Content
 - i. 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 which the local value addition is made.
 - ii. 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.

Clause- 47: Rule 144 (xi) in General Financial Rules (GFRs) 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of clause 47(iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

2. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent. Of shares or capital or profits of the company;
 3. "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;
 4. 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;
 5. 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;
 6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

**SECTION-IV
ANNEXURES**

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Annexure-I

Format for Bid Acceptance Letter
(To be given on Company Letter Head)

Date: _____

To,
The Chief Engineer
Construction Management Unit-III
WAPCOS LIMITED,
NPCC Building, Plot no. 148
SECTOR-44, Gurugram
Haryana - 122003

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

Work Name: _____

Tender No: _____

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned 'Tender' from the web site namely:
as per your advertisement, given in the above-mentioned website.
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all documents like annexures, Drawings etc., which shall form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum/Addendum issued from time to time by your department/organization too has been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the conditions of above-mentioned tender document(s)/corrigendum/Addendum in its totality/entirety.
5. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by the our Firm/Company is true & correct and in the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security/EMD deposit.

Yours Faithfully,

(Signature & Seal of the Bidder)

Annexure-II

Format for Bidder Information
(To be given on Company Letter Head)

1. Name of the Bidder		
2. Full Address and Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Address of the Authorized Signatory:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
IT PAN of Bidder		
GST Registration Number		
NSIC Reg. Number		
NSIC Reg. validity period		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

Annexure-III

UNDERTAKING REGARDING BLACKLISTING/ NON- DEBARMENT

[On the letter head of the Organization]

Name of work:

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

**To,
Chief Engineer,
Construction Management Unit-III
WAPCOS Limited**

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

For.....

Authorized Signatory

Date:

Annexure-IV

A. Details of Work Experience (During last Seven years)
(To be given on Company Letter Head)

Name & Address of the client	Order No. & Date	Name of Work	Value of the Order	Date of Completion	Attach Copy of the Award of Contract & completion certificate

(Signature & Seal of the Bidder)

Annexure-V

Financial Information

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for **last 5 years** duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Sr. No.	Financial Year	Turnover (Rs.)	Profit / Loss (-)	Net Worth (Rs.)
1	2018-2019			
2	2019-2020			
3	2020-2021			
4	2021-2022			
5	2022-2023			
6	Average			

Note:

1. Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.
2. The Valid UDIN no. shall be mentioned on the CA Certificate

Signature of Chartered Accountant
(with Seal)

UDIN No.

Signature of Bidder(s) (with Seal)

Format for No Conviction Certificate

(To be submitted on Bidder's original Letter Head)

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

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

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

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-VII

Format of Understanding the Project Site

(To be submitted on Bidder's Letter Head)

To

The Chief Engineer (CMU-III)
Construction Management Unit-III
WAPCOS Limited
NPCC Building, 1st Floor, Plot No-148, Sector-44,
Gurugram-122003 (Haryana).

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

- A. I/We hereby solemnly declare that I/We have complete knowledge of the locations / sites of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following: -
- a) Soil & rock conditions at the site of work.
 - b) Weather conditions at the areas
 - c) Sources & availability of approaches
 - d) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
 - e) Availability of water & electricity.
 - f) The existing roads and access to the site of work.
 - g) Climatic condition and availability of working days
 - h) Law & Order, Security & Working conditions.
 - i) Methodology to be adopted for successful completion of work.
 - j) Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Annexure-VIII

Format of No Deviation Certificate
(To be submitted on Bidder's Letter Head)

To
The Chief Engineer
Construction Management Unit-III
WAPCOS LIMITED,
NPCC Building, Plot no. 148
SECTOR-44, Gurugram
Haryana - 122003

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

Dear Sir,

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

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

Yours faithfully,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure-IX

Format of Performance Security

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

To

WAPCOS LIMITED
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for (name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees only) (3% of the said value of the Contract to the Employer). We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

constitution of the bank or of the employer.

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

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

We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____(Rupees _____ only)
- ii. This bank guarantee shall be valid upto and till _____ only being the date of expiry of the guarantee; and
- iii. We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before being the date of expiry of the claim period.
(Indicate a date one year after validity of guarantee).

Dated this _____ day of _____ at _____.

Annexure-X

Form of Solvency Certificate
(from a Nationalized Bank/ Scheduled Indian bank approved by Reserve Bank of India (RBI))

To

The Chief Engineer
Construction management Unit – III
WACPOS Limited
NPCC Building, Plot no. 148
Sector - 44, Gurgaon
Haryana – 122 003

Name of the work: Selection of Agency for Geotechnical Investigations for “Construction and Development of Infrastructure Works at Bn HQRs Siddarthnagar (UP), Bn HQRs Sitamarhi-II (Bihar), Bn HQRs Araria (Bihar), Bn HQRs Thakurganj (Bihar) and Bn HQRs Tawang-II (Arunachal Pradesh”.

This is to certify that to the best of our knowledge and information M/s _____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good 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.

(Signature) For the Bank with seal
Name:
Designation:
Power of Attorney No. :

NOTE:

1. Solvency Certificate should be issued from a Nationalized / Scheduled bank.
2. Banker's certificates should be on letter head of the Bank.
3. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure-XI

Undertaking - Rule 144 (xi) in the General Financial Rules (GFRs), 2017

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

Name of work:

Ref.: Tender No _____ dated _____

To,

The Chief Engineer (CMU-III)
WAPCOS Limited,
NPCC Building, 1st Floor,
Plot No-148, Sector-44,
Gurugram-122003 (Haryana)

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.

Yours faithfully,

(Signature, name and designation of authorized signatory)
Name and seal of the bidder

Place:

Date:

SECTION -V - Bill of Quantities

1.0 PREAMBLE

- i. The bill of Quantities (BOQ) shall be read in conjunction with the Instruction to Bidders, General Condition of Contract.
- ii. The any item which is not covered in the BoQ but included in the scope of work / deemed necessary for completion of the work shall be executed by the contractor without any additional claim.
- iii. The bidders are advised to examine the BoQ and quote their percentage in Section-VI –Financial Bid for the works taking into account all cost of transportation of materials, duties & taxes etc., all complete and shall remain firm till the completion of work in all respects.
- iv. The prices are inclusive of GST. Payment on account of GST shall be reimbursed on production of documentary proof of deposit of GST.
- v. The quantities given in the Bill of Quantities are approximate and provisional and are given to provide a common basis for bidding. The basis of payment will be on the actual quantities of work ordered and carried out, as jointly measured by the Contractor and the Engineer-in-Charge and valued at the rates and price tendered in the priced Bill of Quantities, where applicable, and otherwise at such rate and price as the Engineer-in-Charge may fix within the terms of the contract.
- vi. The quantities and extent of Investigation are tentative. The requirement of investigation shall be finalized based on the reconnaissance surveys and technical requirements in consultation with the client. The payments for the works shall be released based on actual quantities.
- vii. The rate and prices specified in the priced Bill of Quantities, except insofar as is otherwise provided under the Contract, are for the finished items of work and include all water, electricity, labour, supervision, materials, all temporary works and false works, erection, maintenance, establishment and overhead charge, profit, taxation, levies, local levies and other charges together with all general risks, liabilities and obligations set out implied in the contract.
- viii. The Contractor/s shall make his / their arrangements for paths etc. for carrying his / their tools and plants labour and materials etc. for which no extra payment shall be made.
- ix. The rates quoted by the bidder shall be all inclusive for the above scope of work including all charges for equipment, consumables etc., and other statutory levies, insurances, supervision, accommodation, travelling & all other incidental charges.
- x. The rates quoted by the bidder shall be all inclusive of the mentioned scope of work and any other incidental work which is essential to complete the works. No claim for extra works / extra items shall be entertained in lieu of extra items not included in the BoQ.
- xi. The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.
- xii. The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- xiii. The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract.

- xiv. Errors will be corrected by WAPCOS for arithmetical inaccuracy pursuant to relevant Clause of the Instruction to Bidders. Non acceptance of such correct figures/amounts shall render the bid liable for rejection.
- xv. In tender, only percentage quoted below/above the rates shall be considered. Any tender containing the item rate quoted is liable to be rejected.
- xvi. Any operation incidental or contemplated and necessary for proper execution of items quoted in Bill of Quantities shall be deemed to be included in the rates Quoted. Nothing extra shall be admissible for such operation.

SUMMARY OF COST

S.No.	Particulars	Amount (in Rs.)
1.	Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Siddarthnagar, Uttar Pradesh.	2,36,000/-
2.	Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Sitamarhi-II, Bihar.	2,36,000/-
3.	Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Araria, Bihar.	2,36,000/-
4.	Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Thakurganj, Bihar.	2,36,000/-
5.	Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Tawang-II, Arunachal Pradesh.	2,36,000/-
6.	TOTAL (Including GST)	11,80,000/-

BOQ for Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Siddarth Nagar, Uttar Pradesh							
Sl. No.	Description of Items	Unit	Nos	Depth (m)	Qty	Rate (Rs.)	Amount (Rs.)
1	Boring holes of 100 mm – 150 mm dia. in all type of soil (sand, silt, clay, mixture of all these) by shell and auger method to the specified depth of 15 metre or refusal as per the specifications in relevant IS codes including casing as per site specific requirement (Refusal shall mean when SPT field “N” values reaches 100 for 30 cm penetration of SPT sampler), including mobilization and demobilization of equipment & personnel at site. Boring GL to 15m or upto refusal. The items above shall include conducting SPT in bore holes at 1.2 m interval or at every change of strata whichever is earlier as per IS:2131	M	6	15	90	1,100	99,000
(i)	Conducting SPT in bore holes at 1.5m interval or at every change of strata upto 15.0m depth as per IS:2131-1981						
(ii)	Collecting UDS samples from each borewell at 3m interval or at every change of strata whichever occurs earlier using staright open end sampling tubes and Standard SPT test Setup as per IS :2132						
(iii)	Recording the ground water table in the boreholes after completion of boring and withdrawing casing pipes in case of its occurrence						
2	Conducting following laboratory tests (Testing shall be done in any NABL Accredited Laboratory) on selected representative samples:						
	1. Liquid limit & Plastic limit	No	30		30	300	9,000
	2. Grain Size Analysis	No	30		30	300	9,000
	3. Triaxial shear stress (UU/UC)	No	30		30	400	12,000
	4. Hydrometer analysis	No	30		30	300	9,000
	5. Specific Gravity	No	30		30	300	9,000
	6. Consolidation Test	No	30		30	400	12,000
	7. Moisture Content	No	30		30	150	4,500
	8. Dry Density	No	30		30	150	4,500
	9. Shrinkage Limit	No	30		30	300	9,000
	10. Swelling Pressure	No	30		30	300	9,000
	11. Direct Shear Test	No	30		30	300	9,000
	Any other test as mentioned in the scope of work shall be conducted by the agency. The cost is included in the rates provided in this BoQ.						
3	Chemical tests on water (pH, Sulphate & Chloride Contents, Soil test for termites)	No. of Samples	2		2	800	1,600
4	Chemical tests on soil (Sulphates, Carbonates, Chlorides and Nitrates of Magnesium, Calcium, Sodium and Potassium)	No. of Samples	3		3	800	2,400
5	Drinking water Tests	No.	2		2	500	1,000
	Total (Rs.)						2,00,000
	GST @18%						36,000
	TOTAL Incl. GST (Rs.)						2,36,000

BOQ for Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Sitamarhi-II, Bihar							
Sl. No.	Description of Items	Unit	Nos	Depth (m)	Qty	Rate (Rs.)	Amount (Rs.)
1	Boring holes of 100 mm – 150 mm dia. in all type of soil (sand, silt, clay, mixture of all these) by shell and auger method to the specified depth of 15 metre or refusal as per the specifications in relevant IS codes including casing as per site specific requirement (Refusal shall mean when SPT field “N” values reaches 100 for 30 cm penetration of SPT sampler), including mobilization and demobilization of equipment & personnel at site. Boring GL to 15m or upto refusal. The items above shall include conducting SPT in bore holes at 1.2 m interval or at every change of strata whichever is earlier as per IS:2131	M	6	15	90	1,100	99,000
(i)	Conducting SPT in bore holes at 1.5m interval or at every change of strata upto 15.0m depth as per IS:2131-1981						
(ii)	Collecting UDS samples from each borewell at 3m interval or at every change of strata whichever occurs earlier using staright open end sampling tubes and Standard SPT test Setup as per IS :2132						
(iii)	Recording the ground water table in the boreholes after completion of boring and withdrawing casing pipes in case of its occurrence						
2	Conducting following laboratory tests (Testing shall be done in any NABL Accredited Laboratory) on selected representative samples:						
	1. Liquid limit & Plastic limit	No	30		30	300	9,000
	2. Grain Size Analysis	No	30		30	300	9,000
	3. Triaxial shear stress (UU/UC)	No	30		30	400	12,000
	4. Hydrometer analysis	No	30		30	300	9,000
	5. Specific Gravity	No	30		30	300	9,000
	6. Consolidation Test	No	30		30	400	12,000
	7. Moisture Content	No	30		30	150	4,500
	8. Dry Density	No	30		30	150	4,500
	9. Shrinkage Limit	No	30		30	300	9,000
	10. Swelling Pressure	No	30		30	300	9,000
	11. Direct Shear Test	No	30		30	300	9,000
	Any other test as mentioned in the scope of work shall be conducted by the agency. The cost is included in the rates provided in this BoQ.						
3	Chemical tests on water (pH, Sulphate & Chloride Contents, Soil test for termites)	No. of Samples	2		2	800	1,600
4	Chemical tests on soil (Sulphates, Carbonates, Chlorides and Nitrates of Magnesium, Calcium, Sodium and Potassium)	No. of Samples	3		3	800	2,400
5	Drinking water Tests	No.	2		2	500	1,000
	Total (Rs.)						2,00,000
	GST @18%						36,000
	TOTAL Incl. GST (Rs.)						2,36,000

BOQ for Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Araria, Bihar							
Sl. No.	Description of Items	Unit	Nos	Depth (m)	Qty	Rate (Rs.)	Amount (Rs.)
1	Boring holes of 100 mm – 150 mm dia. in all type of soil (sand, silt, clay, mixture of all these) by shell and auger method to the specified depth of 15 metre or refusal as per the specifications in relevant IS codes including casing as per site specific requirement (Refusal shall mean when SPT field “N” values reaches 100 for 30 cm penetration of SPT sampler), including mobilization and demobilization of equipment & personnel at site. Boring GL to 15m or upto refusal. The items above shall include conducting SPT in bore holes at 1.2 m interval or at every change of strata whichever is earlier as per IS:2131	M	6	15	90	1,100	99,000
(i)	Conducting SPT in bore holes at 1.5m interval or at every change of strata upto 15.0m depth as per IS:2131-1981						
(ii)	Collecting UDS samples from each borewell at 3m interval or at every change of strata whichever occurs earlier using staright open end sampling tubes and Standard SPT test Setup as per IS :2132						
(iii)	Recording the ground water table in the boreholes after completion of boring and withdrawing casing pipes in case of its occurrence						
2	Conducting following laboratory tests (Testing shall be done in any NABL Accredited Laboratory) on selected representative samples:						
	1. Liquid limit & Plastic limit	No	30		30	300	9,000
	2. Grain Size Analysis	No	30		30	300	9,000
	3. Triaxial shear stress (UU/UC)	No	30		30	400	12,000
	4. Hydrometer analysis	No	30		30	300	9,000
	5. Specific Gravity	No	30		30	300	9,000
	6. Consolidation Test	No	30		30	400	12,000
	7. Moisture Content	No	30		30	150	4,500
	8. Dry Density	No	30		30	150	4,500
	9. Shrinkage Limit	No	30		30	300	9,000
	10. Swelling Pressure	No	30		30	300	9,000
	11. Direct Shear Test	No	30		30	300	9,000
	Any other test as mentioned in the scope of work shall be conducted by the agency. The cost is included in the rates provided in this BoQ.						
3	Chemical tests on water (pH, Sulphate & Chloride Contents, Soil test for termites)	No. of Samples	2		2	800	1,600
4	Chemical tests on soil (Sulphates, Carbonates, Chlorides and Nitrates of Magnesium, Calcium, Sodium and Potassium)	No. of Samples	3		3	800	2,400
5	Drinking water Tests	No.	2		2	500	1,000
	Total (Rs.)						2,00,000
	GST @18%						36,000
	TOTAL Incl. GST (Rs.)						2,36,000

BOQ for Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Thakurganj, Bihar							
Sl. No.	Description of Items	Unit	Nos	Depth (m)	Qty	Rate (Rs.)	Amount (Rs.)
1	Boring holes of 100 mm – 150 mm dia. in all type of soil (sand, silt, clay, mixture of all these) by shell and auger method to the specified depth of 15 metre or refusal as per the specifications in relevant IS codes including casing as per site specific requirement (Refusal shall mean when SPT field “N” values reaches 100 for 30 cm penetration of SPT sampler), including mobilization and demobilization of equipment & personnel at site. Boring GL to 15m or upto refusal. The items above shall include conducting SPT in bore holes at 1.2 m interval or at every change of strata whichever is earlier as per IS:2131	M	6	15	90	1,100	99,000
(i)	Conducting SPT in bore holes at 1.5m interval or at every change of strata upto 15.0m depth as per IS:2131-1981						
(ii)	Collecting UDS samples from each borewell at 3m interval or at every change of strata whichever occurs earlier using staright open end sampling tubes and Standard SPT test Setup as per IS :2132						
(iii)	Recording the ground water table in the boreholes after completion of boring and withdrawing casing pipes in case of its occurrence						
2	Conducting following laboratory tests (Testing shall be done in any NABL Accredited Laboratory) on selected representative samples:						
	1. Liquid limit & Plastic limit	No	30		30	300	9,000
	2. Grain Size Analysis	No	30		30	300	9,000
	3. Triaxial shear stress (UU/UC)	No	30		30	400	12,000
	4. Hydrometer analysis	No	30		30	300	9,000
	5. Specific Gravity	No	30		30	300	9,000
	6. Consolidation Test	No	30		30	400	12,000
	7. Moisture Content	No	30		30	150	4,500
	8. Dry Density	No	30		30	150	4,500
	9. Shrinkage Limit	No	30		30	300	9,000
	10. Swelling Pressure	No	30		30	300	9,000
	11. Direct Shear Test	No	30		30	300	9,000
	Any other test as mentioned in the scope of work shall be conducted by the agency. The cost is included in the rates provided in this BoQ.						
3	Chemical tests on water (pH, Sulphate & Chloride Contents, Soil test for termites)	No. of Samples	2		2	800	1,600
4	Chemical tests on soil (Sulphates, Carbonates, Chlorides and Nitrates of Magnesium, Calcium, Sodium and Potassium)	No. of Samples	3		3	800	2,400
5	Drinking water Tests	No.	2		2	500	1,000
	Total (Rs.)						2,00,000
	GST @18%						36,000
	TOTAL Incl. GST (Rs.)						2,36,000

BOQ for Geotechnical Investigation for Construction and Development of Infrastructure at SSB Bn. HQ at Tawang-II, Arunachal Pradesh							
Sl. No.	Description of Items	Unit	Nos	Depth (m)	Qty	Rate (Rs.)	Amount (Rs.)
1	Boring holes of 100 mm – 150 mm dia. in all type of soil (sand, silt, clay, mixture of all these) by shell and auger method to the specified depth of 15 metre or refusal as per the specifications in relevant IS codes including casing as per site specific requirement (Refusal shall mean when SPT field “N” values reaches 100 for 30 cm penetration of SPT sampler), including mobilization and demobilization of equipment & personnel at site. Boring GL to 15m or upto refusal. The items above shall include conducting SPT in bore holes at 1.2 m interval or at every change of strata whichever is earlier as per IS:2131	M	6	15	90	1,100	99,000
(i)	Conducting SPT in bore holes at 1.5m interval or at every change of strata upto 15.0m depth as per IS:2131-1981						
(ii)	Collecting UDS samples from each borewell at 3m interval or at every change of strata whichever occurs earlier using staright open end sampling tubes and Standard SPT test Setup as per IS :2132						
(iii)	Recording the ground water table in the boreholes after completion of boring and withdrawing casing pipes in case of its occurrence						
2	Conducting following laboratory tests (Testing shall be done in any NABL Accredited Laboratory) on selected representative samples:						
	1. Liquid limit & Plastic limit	No	30		30	300	9,000
	2. Grain Size Analysis	No	30		30	300	9,000
	3. Triaxial shear stress (UU/UC)	No	30		30	400	12,000
	4. Hydrometer analysis	No	30		30	300	9,000
	5. Specific Gravity	No	30		30	300	9,000
	6. Consolidation Test	No	30		30	400	12,000
	7. Moisture Content	No	30		30	150	4,500
	8. Dry Density	No	30		30	150	4,500
	9. Shrinkage Limit	No	30		30	300	9,000
	10. Swelling Pressure	No	30		30	300	9,000
	11. Direct Shear Test	No	30		30	300	9,000
	Any other test as mentioned in the scope of work shall be conducted by the agency. The cost is included in the rates provided in this BoQ.						
3	Chemical tests on water (pH, Sulphate & Chloride Contents, Soil test for termites)	No. of Samples	2		2	800	1,600
4	Chemical tests on soil (Sulphates, Carbonates, Chlorides and Nitrates of Magnesium, Calcium, Sodium and Potassium)	No. of Samples	3		3	800	2,400
5	Drinking water Tests	No.	2		2	500	1,000
	Total (Rs.)						2,00,000
	GST @18%						36,000
	TOTAL Incl. GST (Rs.)						2,36,000

SECTION –VI – Financial Bid

LETTER FOR FINANCIAL BID
(On the letter head of the Company)

To
The Chief Engineer
Construction management Unit – III
WACPOS Limited
NPCC Building, Plot no. 148
Sector - 44, Gurgaon
Haryana – 122 003

Sub: Submission of Financial Bid

Sir,

Having reviewed and fully understood all the requirements of Bid submission provided in the tender document, I/we hereby submit our Financial Proposal on single percentage rate as per scope of work and other terms & conditions mentioned in tender document.

I/We have read and examined all the Sections/Volumes of Bid document i.e. Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Additional Conditions of Contract, Bill of Quantities, etc. Specifications and all other contents in the bid document.

I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.

I/We hereby submit that our quoted rates and amount thus derived includes all associated costs with the project including any out of pocket / mobilization expenses, buildings and other construction workers welfare cess, insurance, TDS, taxes including GST, royalties if any applicable as per Government norms. We shall be reimbursed only the actual amount of GST on submission of proof of deposit of GST.

I/we hereby agree that if at any time during the entire period of contract the Employer observes that I/we have not deposited the GST to the Government as per norms, the same shall be deducted from any amount payable to us.

The amount quoted by the bidder shall be further converted to percentage (+/-). The same percentage shall be considered for payment of each item to the selected bidder.

I/We agree to keep the bid open for ninety (90) days from the last date of submission of Bid, including extension, if any.

I/we understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive.

If our Bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.

I/We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Signature:

Name of Authorized Signatory:

Designation:

FORMAT FOR FINANCIAL BID
(To be submitted online only)

TOTAL COST OF WORKS

Description	Percentage Quoted (Excess / Less / at par)	Total Amount as per % Quoted (Including GST) (Rs.)
Selection of Agency for Geotechnical Investigations for "Construction and Development of Infrastructure Works at Bn HQRs Siddarthnagar (UP), Bn HQRs Sitamarhi-II (Bihar), Bn HQRs Araria (Bihar), Bn HQRs Thakurganj (Bihar) and Bn HQRs Tawang-II (Arunachal Pradesh)"	DO NOT FILL PERCENTAGE HERE	DO NOT FILL COST HERE
Total amount in words: DO NOT FILL COST HERE AS IT IS TECHNICAL PROPOSAL FILE		

Instructions:

- a) No conditions should be attached.
- b) In case of difference between the words and figures, words would prevail.
- c) Prices are inclusive of GST which shall be reimbursed as per prevailing rates on submission of proof of submission of GST.
- d) The contractor shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately and the payment of GST will be made to contractor only after uploading of bill by contractor on GST portal "to avail Input benefit of GST.
- e) "WAPCOS shall be performing all its duties of deducting TDS and other deductions on payments made to contractor as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the contract

We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:
Signature:
Name of the Person:
Designation: