



A Government of India Undertaking- Ministry of Jal Shakti

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**NIT No.: WAP/Environment/Lab/Air Quality Monitoring /2024**

## **Tender Document for**

**Empanelment of NABL Accredited Laboratory for Ambient  
Air Quality Monitoring for various Projects in India**

**December, 2024**

## **DISCALIMER**

The purpose of this document is to provide bidders with information to assist the formulation of their bid. The information is provided on the basis that it is non-binding on WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

WAPCOS Limited invites tenders for Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India.

While WAPCOS Limited has taken due care in preparation of the information contained herein and believes it to be accurate and neither WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

# **NOTICE INVITING TENDER**

## NOTICE INVITING TENDER (NIT)

1.	<b>Name of Work / Project</b>	:	<b>Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India.</b>
2.	Website Reference Number	:	<b>WAP/Environment/Lab/Air Quality Monitoring/2024</b>
3.	Website for upload tender/ Corrigendum/ Addendum	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> , <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
4.	Estimated Cost of work	:	<b>Rs. 10.00 Lakh excluding GST (Per annum) (Rupees Ten Lakh Only) excluding GST</b>
5.	Tender Processing Fee	:	<b>Nil</b>
6.	Earnest Money Deposit	:	<b>Rs. 20,000/- (in the form of Demand Draft/FDR in favour of WAPCOS Limited payable at Gurugram</b>
7.	Project duration	:	Initially for 1 year
8.	Tender Fees/ EMD Exemption	:	<b>Exemption in Tender document fees &amp; EMD for registered Micro and Small Enterprises only under MSME:</b> The companies who are registered as Micro and Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” ( <b>amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work</b> ) are exempted from the submission of Tender document fees / EMD on submission of requisite proof in the form of valid certification from MSME.
9.	Validity of Bid/Tender	:	<b>120 Days from Bid Opening date</b>
10.	Pre-Bid Meeting	:	No, However, Bidder can send their queries to <a href="mailto:environment@wapcos.co.in">environment@wapcos.co.in</a> before 2 days of tender submission date as mentioned in CPP portal.
11.	Joint Venture	:	Not allowed
12.	Last Date & Time for Submission of Technical proposal online/hard copy	:	.....2024 up to 6:00 PM The bidder must officially procure/download the tender documents from the portal of CPPP Portal or WAPCOS before the last date and time of sale of tender document in order to bid.
13.	Date & Time for opening of Technical Proposal	:	.....2024 up to 9:00 AM
14.	WAPCOS Communication address during Tendering and execution of works	:	<b>Mr. P D Karkhanis ,</b> General Manager (Environment) WAPCOS Limited, 76-C, Sector-18, Gurugram-122015, Haryana

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if, eligible and in possession of all the documents required. Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on CPP portal (<https://eprocure.gov.in>) and WAPCOS website ([www.wapcos.gov.in](http://www.wapcos.gov.in))

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

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The dates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website <https://eprocure.gov.in>.

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

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

The Employer reserves the right to reject any one or all the offers submitted in response to this advertisement without assigning any reason thereof.

**IMPORTANT POINTS:**

1. The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company.
2. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
3. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
4. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
5. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
6. The Bidder shall have to register with Central Procurement Portal to participate in e-tenders.
7. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the

bidder would be summarily rejected. This declaration shall form part of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

8. At the first instance the Technical Bids will be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by WAPCOS. At the second stage, financial bids of only those bidders, who qualify in the Technical Bid will be opened by the Committee members.
9. The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel. Please refer SECTION-II: EVALUATION OF PROPOSALS, Clause 3 Evaluation of Technical and Financial Proposals.

**For and on behalf of WAPCOS LIMITED**

S/d  
**General Manager (Environment)**  
**WAPCOS Ltd.**

# **SECTION-I: INSTRUCTION TO BIDDERS**

## **1.1.Introduction:**

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

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in>.

## **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
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 CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

## SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, 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, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e- mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## 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.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
5. **Note : My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.**



## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. 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.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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 & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### **1.2. Scope of Work**

Ambient air quality has to be monitored as per the Notification issued by MoEF&CC on 16.09.2009 regarding the ambient air quality monitoring. 24 hourly sampling has to be carried out and frequency of sampling will be twice a week for 4 weeks for one month monitoring and twice a week for 12 weeks for one season monitoring. List of parameters to be monitored is given as below:

- Particulate Matter ( <2.5 µg/m<sup>3</sup>) PM<sub>2.5</sub>
- Particulate Matter ( <10 µg/m<sup>3</sup>) PM<sub>10</sub>
- Sulphur Dioxide, SO<sub>2</sub>
- Nitrogen Dioxide, NO<sub>2</sub>
- Ozone, (O<sub>3</sub>)
- Lead, (Pb)
- Carbon Monoxide (CO)
- Ammonia, (NH<sub>3</sub>)
- Benzene (C<sub>6</sub>H<sub>6</sub>)
- Benzopyrine, (C<sub>20</sub>H<sub>12</sub>)
- Arsenic,(As)
- Nickel, (Ni)

The parameters to be monitored for a project shall be decided based on the nature of project/Term of Reference (ToR) approved by MoEF&CC or SEIAA. **Hence, parameter wise quotations may be submitted for all the parameters listed in MoEF &CC Notification of 16.09.2009.**

2. The rates shall take into account all the taxes, levies etc. excluding GST. It must be noted that the financial evaluation of the empanelment of laboratories will be done for parameters to be carried out based on common "L-1" cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel. Kindly refer Section-II Evaluation of Proposals, Clause 3 Evaluation of Technical and Financial Proposals.

### **Schedule of Air Quality Monitoring**

The Air Quality Monitoring frequency and location shall vary on project to project basis and shall be fixed by WAPCOS. The frequency of samples shall vary from 1 month to one season (3 months) depending upon the nature of the project. 24 hourly sampling has to be carried out and frequency of sampling will be twice a week for 4 consecutive weeks for one month monitoring

and twice a week for 12 consecutive weeks for one season monitoring. The exact location of sampling stations will be fixed in consultation with WAPCOS representative.

### 2.1. Validity of the Offer

The Proposal shall remain valid for a period of 120 days from the date of opening of Proposal. If, required, WAPCOS Ltd can request bidders in writing for extension of the period of validity.

### 2.2. Right to Accept or Reject any Proposal

WAPCOS Limited reserves the right to annul the Request for Proposal process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

### 2.3. Project Duration

Initially, the Empanelment shall be done for a period of 1 (One) year and it may be extended every year on the same terms and conditions till two (2) more years solely at discretion of WAPCOS Ltd.

### 2.4. Deliverables

Raw data, calculation, calibration and the proposed monitoring data as referred in scope of work and photographs of the equipment installed for the monitoring are to be submitted after completion of every four weeks.

Two copies of final monitoring report along with the soft copy including description of status of air quality in the project area.

### 2.5. Terms of Payment

S. No.	Time frame	% of Contract value
1	On completion and submission Draft Report	50%
2	On submission and acceptance of Final Report	50%

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

- GST payment will be made on submission of proofs / challans.
- Taxes as applicable shall be deducted at source as per GOI norms.

## 2.6. MINIMUM QUALIFYING CRITERIA

- The Bidder must be a Reputed, Resourceful and Experienced Laboratory/ Agency in India and shall operate in conformity with the provisions of laws in India.
- Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.
- Signed & scanned copy of duly filled Bid Acceptance Letter as per **Annexure-I**
- Laboratory should have NABL accreditation for the analysis for Ambient Air Quality Monitoring parameters listed in the scope of work.
- It is desirable that Laboratory should have valid approval of Ministry of Environment, Forests & Climate Change.
- The awarded party should have sufficient manpower and air quality monitoring equipment to carry out AAQM at least at 6 different project sites simultaneously, if required by WAPCOS.
- The parameters to be considered for quoting are given in Scope of Work. However for any other parameters other than mentioned above required to be carried out for any other specific projects, the rates shall be decided based on mutually agreed costs.
- Organizational Details to be given as per **Annexure-II**.
- Details of similar works completed in last 7 years in given format as **Annexure-III** (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)

One Similar work of value not less than Rs.8.00 Lakh and above

Or

Two Similar works of value not less than Rs. 5.00 Lakh and above

Or

Three Similar works of value not less than Rs. 4.00 Lakh and above

**Note: Similar works mean Sampling and Analysis of various parameters for only Ambient Air Quality Monitoring and kindly provide the total cost of Sampling of only Ambient Air Quality**

- **Letter of Incorporation/Registration Certificate:** The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm / Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- **PAN Card:** Agency must have PAN (Documentary evidence is to be submitted)

- **Goods and Service Tax (GST):** Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.
- **Turnover:** Minimum Average annual turnover of the bidder shall not be less than **Rs. 5.00 lakh (Rupees Five lakh only)** for last three financial years, ending March 2024. Audited Balance Sheet for 5 (five) years ending financial year 23-24 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA) in the prescribed format as per **Annexure-IV**. The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique Document Identification Number).
- **Profit after Tax:** 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 23-24.
- **EMD:** EMD of **Rs. 20,000/-** is to be submitted online through NEFT/RTGS.

**“The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services.”**

The bank details are given below:

Beneficiary Name	:	WAPCOS Limited
Account Number	:	193502000000405
Name of Bank	:	Indian Overseas Bank
IFSC Code	:	IOBA0001935
WAPCOS Contact Number	:	0124-2397396

**\* The proof of online payment is to be attached with Technical Proposal.**

**Notes:**

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects of the value as specified in the “NIT” may be submitted in favour of “WAPCOS Limited” payable at Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. Bids not accompanied with EMD shall be rejected as non-responsive.

3. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder. EMD of empanelled Bidder(s) shall be retained till the period of empanelment as a token of performance security and returned thereafter seeing the satisfactory performance.

### **Forfeiture of EMD**

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

- I. If the Bidder varies or modifies its proposal in a manner not acceptable to the Tender inviting Authority (TIA) after opening of Bid during the validity period or any extension thereof.
- II. If the Bidder tries to influence the evaluation process or canvassing of any kind.
- III. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).
  - The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. An Undertaking on letter head to be attached as **Annexure-V**.
  - Bidder should not have been found guilty of any criminal offence by any court of law. An Undertaking on letter head to be attached.
  - Bidder should not have any conflict of Interest. An Undertaking on letter head to be attached.
  - **Integrity Pact:** Bidder to sign Integrity Pact, as per the enclosed Format given as **Annexure-VI**.
  - **Joint Venture:** JV is not allowed.
  - MSMEs Registration Certificate to be provided, if the bidder is registered as MSME
  - The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder has to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration as per referred Form in RFP
  - **Solvency:** Bidder shall submit latest Solvency Certificate (from any Nationalized or Scheduled bank) 40% of the estimated cost of work, i.e. **Rs. 4.00 lakh (Rs. Four lakh only)** with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate (The solvency certificate shall be dated after the date of publication of tender, attested from concerned Bank after date of publication of Tender addressed to tendering authority quoting name of the work). **Annexure-VII**.

- No deviation Certificate in prescribed Format as **Annexure-VIII** in Bidder's letter head.

### **3. PREPARATION OF PROPOSAL**

The Bidder must comply with the following instructions during preparation of Proposals:

- i. Bidders shall submit the soft copies of their Proposals electronically on the portal using valid Digital Signature Certificate.
- ii. Every page of the documents shall be submitted by the Bidder must be duly signed by the authorized signatory of the Agency using Digital Signature Certificate as a token of acceptance of all terms and conditions.
- iii. Each page of the proposal should be in conformity to the eligibility qualifications and clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents
- iv. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- v. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialed by the authorized person signing the Proposal.
- vi. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).
- vii. Proposals received by in Physical form, facsimile, email shall be treated as defective, invalid and rejected.
- viii. Only detailed proposals submitted online and complete in all respect and in the forms indicated shall be treated as valid.
- ix. No Bidder is allowed to modify, substitute or withdraw the Proposal after its last date of submission.

#### **3.1. Pre-bid Clarification**

A prospective Bidder, requiring a clarification on the Request for Proposal shall notify WAPCOS Limited at the address [environment@wapcos.co.in](mailto:environment@wapcos.co.in) specified in the Data Sheet before 2 days of tender submission date as mentioned in (<https://eprocure.gov.in>).

#### **3.2. 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.

#### **3.3. 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. The same shall be uploaded online on (<https://eprocure.gov.in> ) and [www.wapcos.gov.in](http://www.wapcos.gov.in). The bidders are requested to visit the website daily for any updates. 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/ Bid, if considered necessary.

### **3.4. Only One Proposal**

A bidder may submit only one proposal. If a bidder submits or participates in more than one proposal, such proposals shall be disqualified.

## **4. SUBMISSION OF PROPOSAL**

Under this process, the Technical bid Application as well as Financial Bid shall be invited at single stage under two covers i.e. Technical Bid & Financial Bid (Online on <https://eprocure.gov.in> )

Eligibility and qualification of the Applicants will be first examined based on the details submitted in Technical Bid with respect to eligibility and qualification criteria prescribed in this document (Clause No. 2.1 of SECTION-I: INSTRUCTION TO BIDDERS). The Financial Bid shall be opened for only those Applicants, who qualifies the Technical Bid as per the eligibility and qualifications criteria as per the document.

The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel. Please refer SECTION-II: EVALUATION OF PROPOSALS, Clause 3 Evaluation of Technical and Financial Proposals.

WAPCOS has the sole discretion to decide the size of the panel and the number of assignments each member of the panel will be allotted from time to time based on the satisfactory performance and willingness of the Laboratories as gauged by WAPCOS.

### **4.1. Technical Proposal**

The bidder shall submit all the documents as per Clause 1.8 Minimum Qualifying Criteria mentioned in "Section-I – Instruction to bidders and Clause 2 Evaluation of Technical and Financial proposal mentioned in Section II EVALUATION OF PROPOSALS online on <https://eprocure.gov.in>.

**A Hard Copy of TECHNICAL PROPOSAL including Technical Qualification Documents in original as mentioned in Clause 1.8 Minimum Qualifying Criteria mentioned in "SECTION-I – INSTRUCTION TO BIDDERS and Clause 2 Evaluation of Technical Proposal mentioned in Section II EVALUATION OF PROPOSALS including Original EMD and Solvency Certificate issued by the bank needs to be submitted before the bid submission date as per CPP portal at following address:**

**To,  
Mr. P D Karkhanis,  
General Manager (Environment)  
WAPCOS Limited,  
76-C, Sector-18, Institutional Area  
Gurugram-122015  
Haryana**

### **4.2. Financial Proposal**

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



considered for Financial Bid Opening.

The estimated cost mentioned in NIT is based on the preliminary estimate based on the tentative scope of work likely to be carried out and it is not firm. The bidder shall quote rates keeping in view all associated costs required to carry out the tests including any out of pocket/mobilization expenses/Custom duty (if any),TDS, taxes (except GST) if any, applicable as per Govt. norms, shall be paid by the Agency. The sites are all across India. While quoting price the Bidder may consider quoting rates keeping in view the collection of a single sample.

**The Goods and Services Tax (GST) shall be paid extra over quoted cost to contractor.**

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal "to avail Input benefit of GST". The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the Contract.

The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel.

These rates shall be deemed to be firm throughout the empanelment validity and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.

The Empanelment will be done for a period of 1 (One) year. The Empanelment may be extended every year on the same terms and conditions till two (2) more years solely at the discretion of WAPCOS Ltd. The common L-1 rate(s) accepted by the bidder remains firm and no escalation shall be applicable for extension.

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

The bidder shall submit their Financial quotation online only on (<https://eprocure.gov.in>) in prescribed format only. Conditional financial proposals will be rejected. In case any bidder submits financial bid in hard copy, the bid of that bidder shall stand rejected.

The bidder shall provide cost towards the each parameter given in scope of work as per Format given as **Annexure-IX**. The cost shall be inclusive of all the taxes/levies/duties etc. GST shall be paid over and above at applicable rates.

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

#### **4.3. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to

the Bid exchanged between the Bidder and WAPCOS Ltd shall be written in the English language only.

**5. PERFORMANCE BANK GUARANTEE**

The Successful empanelment Bidder shall within Ten (10) days of the acceptance of the LOI, execute a Performance Bank Guarantee as per contract, from a Nationalized/Scheduled Bank, for an amount equivalent to the 5% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the issue of completion Certificate. The Performance Bank Guarantee of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.

The Contractor shall from time to time at the request of the WAPCOS Limited suitably extend the validity of Performance Bank Guarantee as may from time to time be required by WAPCOS Limited, failing which, without prejudice to any other right or remedy available to WAPCOS Limited, WAPCOS Limited shall be entitled to encash the Bank Guarantee.

**6. SECURITY DEPOSIT/ RETENTION MONEY**

The awarded party whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of their contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the awarded party at the rate mentioned above.

The awarded party will have to defend the queries/comments if, any on water and soil quality results at MOFE&CC/SEIAA. The Security Deposit will be refunded after receipt of Environmental Clearance (EC) from MOFE&CC/SEIAA.

**7. LIQUIDATED DAMAGES**

If the Laboratory/Agency fails to maintain the required progress in term of time schedule to complete the work and clear the site on or before the scheduled date or extended date of completion, he shall without prejudice to any other right or remedy of the corporation on account of such breach, pay as liquidated damages, not as penalty, an amount equivalent to the value calculated at the rate of half percent (0.5%) of contract value for every week or part thereof for delay in execution of completion of work.

The total amount of liquidated Damages for delay in completion under the contract will be Subject to a maximum of 10% (Ten percent) of the total contract value. The amount of liquidated damages may be adjusted against any sum payable to the laboratory/agency or from any money(s) of laboratory/agency available with Corporation.

**8. POSTPONEMENT, SUSPENSION OR TERMINATION OF WORK**

If at any time, the WAPCOS decides to postpone, suspend or terminate the work or part thereof, notice shall be served by WAPCOS of not less than 15 days, notifying its intention to suspend/postpone or terminate the Ecological Survey work or any part thereof. In the event of such suspension, postponement or termination, proportionate fees on account of submission of work output and other expenses between WAPCOS and the awarded party shall be paid by WAPCOS to the awarded party.

**9. ACCEPTANCE/REJECTION**

WAPCOS reserves the right to accept or reject any Proposal without assigning any reason and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground of such decision.

**10. DISPARITY**

If any disparity of work is found, the awarded party will be responsible and the expenses will be borne at his own cost.

**11. INSURANCE**

Workmen Safety and Insurance: The Awarded Party shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the Project. The Awarded Party shall take out and maintain at its own cost insurance against the risks and for the coverage and shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Awarded Party shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. WAPCOS shall not be liable for any compensation in case of any fatal injury/ death caused to or by any man power while performing/discharging their duties/for inspection or otherwise

**12. FORCE MAJEURE**

For the purpose of this clause Force Majeure event means an act of God, War, Blockage, Lightening, fire, earthquake, storm, flood, epidemic, political turbulence, acts of terrorism or any other event or circumstances or combination of events & circumstances beyond the reasonable control of either parties. If the Bidder is prevented from performing its obligation due to such Force Majeure, the bidder will be remunerated for the duration of 2 months. The Affected party/ bidder shall in every instance, to the extent it is capable of doing so, make its best efforts to perform and fulfill the obligations to the extent possible with flexible solutions in such a case.

**13. TERMINATION OF CONTRACT**

The Contract may be terminated if the Selected Laboratory/ Agency stops work for 90 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.

**14. ARBITRATION**

**16.1 Resolution of Disputes**

Except where otherwise provided in the contract, all questions and disputes relating to the work 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 Selected Agency 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 Nodal Officer from WAPCOS who shall, within a period of thirty days after being requested by the Selected Agency to do so, give written decision to the Selected Agency. Upon receipt of the written decision of the Nodal Officer, the Selected Agency shall promptly proceed without delay to comply with such decision.

## **16.2 Adjudication of Disputes**

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

- 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).
- In the event the parties are unable to reach 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.
- It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell that 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 have any objection.
- 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).
- It is also acknowledged and accepted that WAPCOS is only working as an Intermediary between the Associate/Sub-Consultant/ Sub-Contractor and the Client. Thus in the event, any dispute arises under the present agreement and is referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order. 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 Principle Employer/ Client. Even if the said clause is found inapplicable, the other terms of the Arbitration Clause shall survive and shall be acted upon.
- The place/seat of arbitration shall be Delhi and award whether interim or final, shall be made, and shall be deemed for all purpose 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.
- The contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties would agree to sole & exclusive jurisdiction of courts at Delhi.

## **17. Public Procurement (Preference to Make in India)**

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

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

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

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

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

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

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

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

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

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

## **18. Provision as per Rule 144(xi) of GFR**

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

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

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

## **19. Variation**

It may be noted that quantities of work given in the schedule has been estimated as realistically as possible. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions. The deviation/variation is allowed 20% in quantities given in the schedule of work.

## **SECTION-II: EVALUATION OF PROPOSALS**

### **1. Bid Opening**

The bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may be present during the Bid Opening if desired. WAPCOS Limited may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for detailed scrutiny. Subject to the terms mentioned in the Request for Proposal, a two-stage process as explained below, will be adopted for evaluation of Proposal submitted by the specified date and time.

### **2. Evaluation of Technical Proposal**

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system.

<b>S. No</b>	<b>Requirement</b>	<b>Yes/No</b>
1.	Letter of Authorization/Power of Attorney issued in favour of person authorized to sign the Tender documents.	
2.	Signed & scanned copy of duly filled Bid Acceptance Letter as per <b>Annexure-I</b>	
3.	Organizational Details to be given as per <b>Annexure-II</b>	
4.	Laboratory should have NABL accreditation or in MoU with NABL accredited Lab for the monitoring and analysis for all parameters of Ambient Air Quality analysis, as given in Gazette Notification issued by MoEE &CC. It is desirable that Laboratory should have valid approval of Ministry of Environment, Forests & Climate Change. Copy of NABL Certificate to be attached. Copy of Registration Proof /NABL certificate of all the zonal offices to be given. The awarded party should have sufficient manpower and air quality monitoring equipment to carry out AAQM at least at 6 different project sites simultaneously, if required by WAPCOS. <b>Undertaking to be attached.</b>	
5.	Details of similar works completed in last 7 years in given format as <b>Annexure-III</b> (Documentary evidence in form of work orders and completion certificates of similar studies to be provided)  One Similar work of value not less than Rs.8.00 Lakh above or Two Similar works of value not less than Rs. 5.00 Lakh and above or Three Similar works of value not less than Rs. 4.00 Lakh and above  <b>Note: Similar works mean Sampling and Analysis of various parameters for only Ambient Air Quality Monitoring and Kindly provide the total cost of sampling of only Ambient Air Quality</b>	
6.	<b>Letter of Incorporation/Registration Certificate:</b> The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm / Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted	

S. No	Requirement	Yes/No
	along with a copy of address proof.	
7.	<b>PAN Card:</b> Agency must have PAN (Documentary evidence is to be submitted)	
8.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. Of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	
9.	<b>Turnover:</b> Minimum Average annual turnover of the bidder shall not be less than <b>Rs. 5.00 lakh (Rupees Five lakh only)</b> for last three financial years, ending March 24. Audited Balance Sheet for 5 (five) years ending financial year 23-24 are to be enclosed. The turnover shall be certified by Chartered Accountant (CA) in the prescribed format as per <b>Annexure-IV</b> . <b>The turnover shall be certified by Statutory Auditor of the firm/company. Any such certificate must carry UDIN (Unique document Identification number).</b>	
10.	<b>Profit after Tax:</b> 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 23-24.	
11.	<b>EMD:</b> EMD of 2% of project cost i.e. <b>Rs.20, 000/-</b> is to be submitted online through NEFT/RTGS. <b>The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD, on submission of requisite proof in the form of valid certificate from NSIC/MSME for the tendered item/services</b>	
12.	The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. The Blacklisting policy of the company is available on the official website of WAPCOS Limited. The bidder have to mandatorily furnish an undertaking addressing the same to Engineer-in-charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided. Any action in violation of the blacklisting policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Bidder should submit the declaration/An Undertaking on letter head to be attached. <b>Annexure-V</b>	
13.	Bidder Should not have been found guilty of any criminal offence by any court of law. An undertaking to be submitted on letter head.	
14.	Bidder should not have a conflict of interest in the assignment as specified in the bidding document. An undertaking to be submitted on letter head.	
15.	<b>Integrity Pact:</b> Bidder to sign Integrity Pact, as per the enclosed Format given as <b>Annexure-VI, INTEGRITY AGREEMENT STAMP PAPER OF RS. 100/-</b>	
16.	<b>Joint Venture:</b> JV is not allowed.	
17.	MSMEs Registration Certificate to be provided, if the bidder is registered as MSME	



S. No	Requirement	Yes/No
18.	<b>Solvency:</b> Bidder shall submit latest Solvency certificate (from any <b>Nationalized / Scheduled Commercial Bank</b> ) 40% of the project cost i.e. <b>Rs. 4.00 lakh (Rs. Four lakh only)</b> with details of Financial Status i.e. Name of the Banker & Current Solvency Certificate ( <b>The solvency certificate shall be dated after the date of publication of tender, attested from concerned Bank after date of publication of Tender addressed to tendering authority quoting name of the work).</b> <b>Annexure-VII.</b>	
19.	No deviation certificate as per prescribed format as <b>ANNEXURE-VIII</b> (bidder need to be submitted on letter head.)	

### 3. Evaluation of Technical and Financial Proposals

- Technical evaluation will be done based on 1.8: Minimum Qualifying criteria mentioned in Section-I Instruction to bidders, Clause 2: Evaluation of Technical proposal mentioned in Section-II: Evaluation of Proposals and other terms & conditions mentioned in Tender.
- 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/ Bid Document.
  - iii. The Qualifications and Experience of the Bidder are not met by the Bidder.
  - iv. Any other reasons due to which WAPCOS finds that the Bidder in not eligible.
- The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document. Only Technically qualified Proposals shall be considered for Financial Bid Opening.
- The estimated cost mentioned in NIT is based on the preliminary estimate based on the tentative scope of work likely to be carried out and is not firm. The bidder shall quote rates keeping in view all associated costs required to carry out the tests including any out of pocket/mobilization expenses/Custom duty (if any).TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Agency. While quoting price the Bidder may consider quoting rates keeping in view the collection of a single sample or more as the case may be from the respective site. The sites are spread all across Delhi and in remote areas. The distances of sites would vary from 10-50 kms approximately within Delhi.
- **The Goods and Services Tax (GST) shall be paid extra over quoted cost to contractor.**
- It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the Contract.

- The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel.
- These rates shall be deemed to be firm throughout the empanelment validity and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.
- **Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.**
- The bidder shall submit their Financial quotation online only on (<https://eprocure.gov.in> ) in prescribed format only. Conditional financial proposals are will be rejected. In case any bidder submits financial bid in hard copy, the bid of that bidder shall stands rejected.
- The bidder shall provide cost towards the each parameter given in scope of work as per Format given as **Annexure-IX**. The cost shall be inclusive of all the taxes/levies/duties etc. GST shall be paid over and above at applicable rates.
- The brief procedure for section of empaneled agency “L-1” cost is as follows:
  - Step-1: Bidders qualified for Technical Evaluation will only be considered for Financial Evaluation.
  - Step-2: Lowest rate of each parameter as per Financial Format enclosed as Annexure-IX, from the quoted cost of different bidders will be taken.
  - Step-3: “L-1” cost for each parameter will be used as per Step-2 to estimate the lowest cost for all the parameters.
  - Step-4: “L-1” cost as estimated in Step-3 will be circulated to all the eligible bidders
  - Step-5: Bidders agreeing to accept the “L-1” cost will be empaneled.

**Note: The Laboratories agreeing to the common least cost of each tests/parameters will be empaneled. WAPCOS has the sole discretion to decide the number and type of assignments (tests/parameters) allotted from time to time to each empaneled.**

#### **4. 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.

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.

#### **5. Opening of Financial Bid**

**The Financial Bids of the Technically Qualified bidders shall be opened at the notified date & time mentioned in NIT.**

**SELECTION CRITERIA – FINANCIAL**

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any, and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If, a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common least price will become part of the panel.

## **6. Determination of Empanelment**

- Initially, the Empanelment will be done for a period of 1 (One) year and it may be extended every year on the same terms and conditions till two (2) more years solely at discretion of WAPCOS Ltd.. The common L-1 rate(s) accepted by the bidder remains firm and no escalation shall be applicable for extension.
- It may be noted that it is not necessary that all the tests given in the Schedule in Terms of Reference/scope of work to be carried out. It is based on the nature of work being carried out by the Client or as desired by the Client.
- The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. Panel shall constitute two or more agencies (laboratories). The Laboratories agreeing to the common least cost of each test/parameter will become part of the panel. WAPCOS has the sole discretion to decide the size of the panel and the number and type of assignments (tests) each member of the panel will be allotted from time to time.
- Notwithstanding above clause the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

### **Terms and conditions:**

- Time of Empanelment: 1 year from the date of issue of Letter of Empanelment which can be further extended till two (2) more years at the sole discretion of WAPCOS.
- After empanelment, upon intimation by WAPCOS representative(s) to collect samples/perform tests, the Laboratory shall immediately or on such date as intimated, make necessary arrangement to collect sample(s) for performing necessary tests
- Time for collecting /carrying out the test on time bound manner is the essence of the contract and no relaxation of any account shall be entertained.

## **7. Reports/ Deliverables**

Raw data, calculation, calibration and the proposed monitoring data as referred in scope of work and photographs of the equipment installed for the monitoring are to be submitted after completion of every four weeks.

Two copies of final monitoring report along with the soft copy including description of status of air quality in the project area.

## 8. Payment Terms

S. No.	Time frame	% of Contract value
1	On completion and submission Draft Report	50%
2	On submission and acceptance of final Report	50%
	<b>Total</b>	<b>100%</b>

- The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Agreement, WAPCOS is only working as intermediary between (Name of Client) being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/ Agreement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from Principal Employer/ Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/ Agreement /Work Order/Agreement is not received from (Principal Employer/Client), then WAPCOS & or any of its Employee/ Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties."
- GST payment will be made on submission of proofs / challans.
- Taxes as applicable shall be deducted at source as per GOI norms.

## 9. 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.

## 10. Award of Work

The empanelment of laboratories will be done for parameters to be carried out based on procedure outlined in Section-II: Evaluation of Proposal, Clause 3 Evaluation of Technical and Financial proposal. Panel shall constitute two or more agencies (laboratories). In case if two or more agencies are not qualified or accept to form part of the panel, in such case any further course of action shall not carried out under this NIT. The Laboratories agreeing to the common least cost of each test will become part of the panel. WAPCOS has the sole discretion to decide the size of the panel and the number and type of assignments (tests) each member of the panel will be allotted from time to time.

Notwithstanding above clause the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

Initially, the empanelment shall be done for 1 year from the date of issue of Letter of Empanelment which can be further extended at the same terms and conditions till two (2) more years at the sole discretion of WAPCOS.

The empanelment of laboratories will be done for parameters to be carried out based on common L1 cost of each parameter. The Laboratories agreeing to the common negotiated price will become part of the panel.

After empanelment, upon intimation by WAPCOS representative(s) to collect samples/perform tests, the Laboratory shall immediately or on such date as intimated, make necessary arrangement to collect sample(s) for performing necessary tests

Time for collecting and carrying out the test on time bound manner is the essence of the contract and no relaxation of any account shall be entertained.

Upon the furnishing by the successful empanelment of Bidders of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security. WAPCOS reserves the right to accept or reject any or all the proposals. Notification on Award of Work shall be made in writing to the successful Bidder.

## **SECTION –III SCOPE OF WORK**

### **INTRODUCTION**

The Ambient Air Quality Monitoring will be carried out in different parts of India for various projects. The parameters to be monitored for a project shall be decided based on the nature of project/Term of Reference (ToR) approved by MoEF & CC or SEIAA. Hence, parameter wise quotations may be submitted for all the parameters listed in MoEF & CC Notification of 16.09.2009.

<b>S. No.</b>	<b>Parameters</b>
1	Particulate Matter ( <2.5 µg/m <sup>3</sup> ) PM <sub>2.5</sub>
2	Particulate Matter ( <10 µg/m <sup>3</sup> ) PM <sub>10</sub>
3	Sulphur Dioxide, (SO <sub>2</sub> )
4	Nitrogen Dioxide, (NO <sub>2</sub> )
5	Ozone, (O <sub>3</sub> )
6	Lead, (Pb)
7	Carbon Monoxide (CO)
8	Ammonia, (NH <sub>3</sub> )
9	Benzene (C <sub>6</sub> H <sub>6</sub> )
10	Benzopyrine, (C <sub>20</sub> H <sub>12</sub> )
11	Arsenic,(As)
12	Nickel, (Ni)

The parameters to be monitored for a project shall be decided based on the nature of project/Term of Reference (ToR) approved by MoEF&CC or SEIAA. Hence, parameter wise quotations may be submitted for all the parameters listed in MoEF &CC Notification of 16.09.2009. Costing for one month and one season (3 months) monitoring may be submitted separately, as the monitoring duration might vary from project to project bases.

The rates shall take into account all the taxes, levies etc. excluding GST. It must be noted that the evaluation of Financial Cost will be done based on Lowest Cost Basis of Total Cost.

### **SCHEDULE OF AIR QUALITY MONITORING**

The Air Quality Monitoring frequency and location shall vary on project to project basis and shall be fixed by WAPCOS. The frequency of samples shall vary from 1 month to one season (3 months) depending upon the nature of the project. 24 hourly sampling has to be carried out and frequency of sampling will be twice a week for 4 consecutive weeks for one Schedule of Air Quality Monitoring.

## **Annexures**

### **Annexure-I: Covering Letter**

**[Bidders are required to submit the covering letter as given here on their letter head]**

Mr. P D Karkhanis  
General Manager (Environment)  
WAPCOS Limited  
76-C, Sector – 18,  
Institutional Area,  
Gurugram, Haryana – 122015

**Sub: Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India.**

Sir,

- i. We, the undersigned, having carefully examined the referred Request for Proposal, offer to provide the required services, in full conformity with the said Request for Proposal.
- ii. We have read all the provisions of Request for Proposal and confirm that these are acceptable to us.
- iii. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iv. We agree to abide by this Proposal, consisting of this letter our Proposal, for a period of 120 days from the date fixed for submission of Proposal as stipulated in the Request for Proposal and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- v. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
- vi. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- vii. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

**Yours faithfully**

**Date**

**Signature**



**Annexure-II: Organizational Details**

**[Bidders are required to submit the covering letter as given here on their letter head]**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors	
2.	Company Registration Certificate	
3.	Pan Number	
4.	GST Number	

**Yours Faithfully,**

**(Signature & Seal of the Bidder**

**Annexure-III: Details of Similar Works Executed During Last 7 Years**  
**[Bidders are required to submit the covering letter as given here on their letter head]**

<b>S. No.</b>	<b>Name of work</b>	<b>Name of Client</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Consultancy Fee</b>
1.					
2.					
3.					
4.					
5.					
6.					

**Note:**

**Work Orders for the given projects to be attached along with proofs of completion or completion certificates.**

**Signature of the Bidder with  
Seal**

**Annexure-IV: Financial Status**

**(Financial status details from CA)**

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover</b>	<b>Profit / Loss (-)</b>
1.	2019-20		
2.	2020-21		
3.	2021-22		
4.	2022-23		
5.	2023-24		

**Note:**

**Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.**

**The turnover shall be certified by Statutory Auditor of the firm/company after the date of tender publication. Any such certificate must carry UDIN (Unique document Identification number).**

**Signature of the Bidder  
With Seal**

**Annexure-V**  
**UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT**  
**[Bidders are required to submit the covering letter as given here on their letter head]**

Name of work:

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

To,

General Manager (Environment)  
WAPCOS Limited,  
76-C, Sector-18, Gurugram-122015,  
Haryana

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

For \_\_\_\_\_

Authorized Signatory

Date:

**Annexure-VI: Integrity Pact**

**[Bidders are required to submit the covering letter as given here on their letter head]**

To,

Date:

**WAPCOS Limited,  
76-C, Sector-18,  
Gurgaon- 122015.**

Dear Sir,

I/We acknowledge that WAPCOS LIMITED is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender/Bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main Contract, which will come into existence when Tender/Bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the Tender/Bid, WAPCOS LIMITED shall have unqualified, absolute and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/Bid in accordance with terms and conditions of the Tender/Bid.

Yours faithfully,

**Signature of the Bidder  
With Seal**

**FORMAT FOR INTEGRITY AGREEMENT STAMP PAPER OF RS. 100/-**

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

**BETWEEN**

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

**AND**

.....  
.....  
(Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

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

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

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

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

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

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

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

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

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

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

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

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

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

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

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

### **Article 3: Consequences of Breach**

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

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

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

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

### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central



Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

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

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

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

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

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

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

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

#### **Article 7: Other Provisions**

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

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

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

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

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

**Article 8: Legal and Prior Rights**

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

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

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

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

**WITNESSES:**

1.....

.  
(Signature, name and address)

2.....

. (signature, name and address)

Place

:

Date

**Annexure-VII**

**SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

To

WAPCOS LIMITED  
Plot No-76 C Intuitional Area  
Sector-18  
Gurugram-122015

Name of the Work: **“Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India for 3 Years”**.

This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, as a Customer of our bank are/is respectable and can be treated as good for any engagement upto 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  
(Email id of the bank)

**NOTE:**

1. Solvency Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

**Annexure-VIII**

**NO DEVIATION CERTIFICATE**

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

Mr. P D Karkhanis  
General Manager (Environment)  
WAPCOS Limited  
76-C, Sector – 18,  
Institutional Area,  
Gurugram, Haryana – 122015

**Sub: No Deviation Certificate for Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India.**

**Sir,**

We 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 the bidder

**Annexure-IX**  
**Financial Format**

**Date:**

General Manager (Environment)  
WAPCOS Limited  
76-C, Sector – 18,  
Institutional Area,  
Gurugram, Haryana – 122015

**Sir,**

I/We the undersigned, having carefully examined and understood the documents on which rates of tests are to be based, in conformity with the specifications and terms and condition as specified in the document .

Unit rate(s) for carrying/performing out the different tests for “Empanelment of NABL Accredited Laboratory for Ambient Air Quality Monitoring for various Projects in India” is given in Appendix (Amount in Words and Figures).

The unit rate(s) will remain valid for 90 (Ninety) days from the date of submission of bid. However empanelment shall be on common “L1” rates as mentioned in the document thereof, which shall constitute a binding contract between us.

Signed this..... day .....2024.

**Signature and seal of bidder or  
Authorized representative**  
**Name of firm:**  
**Address of firm:**  
**Telephone No. :**  
**Fax No. :**  
**E-mail :**

## Appendix

Name of the firm:

S. No.	Parameter	Rate per sample
1	Particulate Matter ( <2.5 µg/m <sup>3</sup> ) PM <sub>2.5</sub>	
2	Particulate Matter ( <10 µg/m <sup>3</sup> ) PM <sub>10</sub>	
3	Sulphur Dioxide, (SO <sub>2</sub> ), PPM/ µg/m <sup>3</sup>	
4	Nitrogen Dioxide, (NO <sub>2</sub> ), PPb/ µg/m <sup>3</sup>	
5	Ozone, (O <sub>3</sub> ), PPM	
6	Lead, (Pb), µg/m <sup>3</sup>	
7	Carbon Monoxide (CO), PPM	
8	Ammonia, (NH <sub>3</sub> ), PPM	
9	Benzene (C <sub>6</sub> H <sub>6</sub> ), µg/m <sup>3</sup>	
10	Benzopyrine, (C <sub>20</sub> H <sub>12</sub> ), µg/m <sup>3</sup>	
11	Arsenic,(As), µg/m <sup>3</sup>	
12	Nickel, (Ni), µg/m <sup>3</sup>	

Note:

- *The quotation must include cost per sample inclusive of all charges towards sampling/ analysis/taxes/levies/duties/electricity/transportation etc. No additional payment will be entertained/paid over and above the common "L-1" rates accepted as part of empanelment.*
- *GST will be paid as per the prevailing norms.*

Date

Place

Signature of bidder Name and Stamp