



Notice No: WAP/INFS-1/RAJ/2024/14 Dated: 09.10.2024

TENDER
DOCUMENT FOR

“Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan”

October 2024

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NOTICE INVITING e-TENDER (NIT)**BID DATA SHEET**

Notice No: WAP/INFS-1/RAJ/2024/14

Dated: 09.10.2024

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

1.	Name of Work / Project	:	Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan
2.	Site / Location	:	Rajasthan State
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal (https://gem.gov.in/)
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal (https://gem.gov.in/)
5.	Estimated Cost (Details given in scope of work)	:	Rs. 2,48,71,005/- including GST
6.	Cost of Tender Document / Processing Fee	:	NIL
7.	Earnest Money Deposit (EMD)	:	Rs. 4,97,420/- (Rupees Four lacs Ninety Seven Thousand Four Hundred Twenty only) shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects in favour of “WAPCOS Limited” payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB Gurugram IFSC code: IOBA0001935
8.	Performance Bank Guarantee	:	3% of Total Contract Value
9.	Project Completion Period	:	The total time period of the contract shall be 24 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued

			by the client from time to time.
10.	Validity of Bid/Tender	:	90 Days from Bid Opening date
11.	JV/Consortium	:	Allowed. The number of JV partner is restricted to one only. i.e. (Lead + 1 JV)
12.	Site Visit	:	Not Mandatory
13.	Last date & time of Procurement / download of tender Document	:	As per GEM Portal
14.	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED, Gurgaon) latest by 7 days before last date of tender submission as mentioned in NIT.
15.	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	:	Within 24 Hrs after the last date & time for online submission of Bid as per GEM Portal
16.	Last date & time for online submission of Technical & Financial Bid	:	As per GEM Portal
17.	Online opening of Technical Bid	:	As per GEM Portal
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	Additional Chief Engineer, INFS-1 Division, WAPCOS Limited 76-C, Institutional Area, Sector – 18, Gurgaon Email: iwrm@wapcos.co.in, Contact No. +91-124-2399225
Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable): The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.			
The technical and financial bids shall be uploaded on the GEM portal. If the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.			

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

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

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

IMPORTANT POINTS

- i. Joint Ventures / Associations may be allowed. The number of JV partner is restricted to one only. i.e. (Lead + 1 JV)
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of
WAPCOS LIMITED**

**Additional Chief Engineer
INFS-1 Division, WAPCOS Limited
Gurgaon**

SECTION-I
INSTRUCTION TO BIDDER

1.1 INTRODUCTION

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

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

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

S. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	Using PAN https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
3	Profile Updation (Seller/Service Provider)	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard – Seller/Service Provider	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf

S. No.	Module	Link for Training Module
9	Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Ite m-Wise-BOQ-seller-v2-1652262676.pdf

TENDER DOCUMENTS

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

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

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

CLARIFICATION OF BID DOCUMENTS

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

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

AMENDMENT OF BID DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) The 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.

1.2 SUBMISSION OF BIDS

Online submission of Bid

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

Technical Bid

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

Documentary evidence of having deposited the cost of bid document and EMD as per NIT.

Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 7 of

ITB and other requirements mentioned elsewhere in the Tender document.

Financial Bid

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

Deadline for Submission of Bids

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

Modification and Withdrawal of Bids

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

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause-3.

Assistance To Bidders

- 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.
- Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

Bid Submission

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

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

1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

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

1. Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”
2. Original of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.

1.4 MINIMUM REQUIREMENTS AT BIDDER'S END

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

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

2 INSTRUCTIONS TO BIDDER

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

- a) The Schedule of Quantity is given in **Annexure-A**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In

pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:

- i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in-competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
- vi. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- viii. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- ix. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- x. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3 EARNEST MONEY DEPOSIT (EMD)

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, 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 New

Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.

2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD in the form of Bank Guarantee is mentioned is **Annexure I**.
6. The bank details of WAPCOS Limited for submission of EMD are as follows:

Account Number – 193502000000290

A/c Holder – WAPCOS Limited

Bank Name – Indian Overseas Bank

Branch name: NHB, Gurugram

IFSC code: IOBA0001935

Forfeiture of EMD

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

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

4 COST OF BIDDING

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

5 LANGUAGE OF BID

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

6 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

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

7 ANNEXURES

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

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

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

For & on behalf of WAPCOS Ltd

SECTION- II
SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

1.0 SITE VISIT

Intending Bidder(s) are necessarily required to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

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

2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 7 days of tender submission date as mentioned in NIT.

3.0 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION

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

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

Minimum qualifying criteria / Format of Check List				
S.N.	Particular of Document	Yes	No	Page Nos. From-to
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD as mentioned in NIT in original of the firm			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head of the firm			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-23 duly certified by Chartered Accountant with UDIN No. of the firm			
	<ul style="list-style-type: none"> The bidder should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2022-23. Certificate shall be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number. 			
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover of the firm should be at least 50% of the estimated tendered value in last 3 consecutive financial years ending 2022-23. This should be duly audited by the Chartered Accountant doing Statutory Audit (Form-A). Turnover & profit/loss certificate/form must carry UDIN. 			
	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant 			
e)	The bidder (as single entity or JV Partner) should have completed similar			

	<p>type of project in last 7 Financial Years ending previous day of last date of submission of tender for Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU in India.</p> <p>Eligibility Criteria:</p> <p>a) The value of the work of one similar work of 80% of estimated tendered value during the last 7 years.</p> <p style="text-align: center;">or</p> <p>b) The value of the work of two similar works of 50% of estimated tendered value during the last 7 years.</p> <p style="text-align: center;">or</p> <p>c) The value of the work of three similar works of 40% of the estimated tendered Value during the last 7 years.</p> <p>Projects carried out in India shall be considered only for evaluation.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Similar works shall mean work carried out such as “Consultancy Services for Water Supply/ Waste water/ Sewerage infrastructure Projects in India”. The “Completed work” refer to completed work of the amount (Out of total work allotted) required as per relevant qualification criteria. The bidder shall submit Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s) awarded, work completed value, along with LOI(s)/W.O(s) from respective Owner(s)/Client(s) duly signed by authority/client. (Form-B). 2. In case the bidder claiming the JV experience, the JV Agreement/ Documentary evidence showing the JV share is to be submitted. 3. In case multiple works are undertaken in a single rate contract, all such works may be clubbed together within the same agreement to claim experience. 4. The value of similar works will be brought to current costing level by enhancing the actual value of work at simple rate of 07% per annum, calculated from the date of completion of the work to the last date of submission of bids. 			
f)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency (i.e. the Solvency certificate shall be dated after the date of publication of Tender) from the Banker for a sum of at least 40% of the tender cost in Original from any nationalized /scheduled commercial bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-J)</p>			
g)	<p>Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm. (Form-C).</p>			
h)	<p>Copy of PAN Number.</p>			
i)	<p>Goods and Service Tax (GST): Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.</p>			
j)	<p>The Bidder must possess EPF Registration</p>			
k)	<p>The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation.</p> <p>Joint Ventures / Consortium / Associations is allowed. The number of JV partner is restricted to one only i.e. Lead + 1 JV Partner</p>			

	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. NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
l)	Bidder should not be blacklisted/ debarred by any government/ semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-D) .			
m)	Letter of understanding the project site on bidder's Letter Head (Form-E) .			
n)	No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-F) .			
o)	Agreement to execute the Integrity Pact (Form-G) .			
p)	Bidder shall submit Information on litigation history in bidder Letter Head (Form-H) .			
q)	The Bidder must be ISO 9001:2015 Certified			
r)	MSME Registration Details of the firm (if applicable)			
s)	Understanding of the project & Detailed methodology proposed for this project.			
t)	The bidder is required to submit the names and bio- data of all the technical personnel proposed to be deployed for this work together with the estimated man-month effort expected to be contributed by each person. (Form-I) . Further, all the personnel proposed to be deployed for this assignment must be on roll of the company.			
u)	JV agreement (if applicable) on Rs. 100/- Stamp Paper.			
v)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed & stamped by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			

Criteria at Sr. no d, e, l & t can be jointly fulfilled by Lead and JV Firm (if any) and remaining points are applicable for lead firm only.

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

NOTES:

Bidders who full fill the above requirements shall only be qualified for technical evaluation.

Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- 1 All the documents, mentioned in "Section-II: Selection and Qualifying Criteria" in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (u) along with checklist & page numbering in separate sealed envelope clearly labeled as "TECHNICAL BID" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.**

- 2 Originals of EMD and Solvency Certificate** in separate sealed envelope clearly labeled as “EMD AND SOLVENCY” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

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

The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected & will not be considered for further evaluation of tender documents.

4.0 CONTENTS OF FINANCIAL BID

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

The Financial Bid is to be quoted in Percentage (inclusive of GST) of the Project Cost of Works as mentioned in the **Annexure-B: Bill of Quantities and Schedule of Prices.**

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

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

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

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

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

The financial proposal is to be filled by bidder in the Form Annexure-B of Tender Document. After that, same filled Annexure-B, will be uploaded by bidder at the submission of Financial/Price Bid.

5.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time by email.

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

6.0 JOINT VENTURE

- Joint Venture / Consortium / Associations may be allowed. The number of JV partner is restricted to one only. Lead + 1 JV Partner.
- The Joint venture agreement shall be submitted on Rs. 100/- Stamp Paper clearly showing the responsibility of each JV partner and defining the Lead Partner.
- The JV agreement shall remain valid till completion of Project. Any changes/ deviation in such arrangement during the execution period shall not be allowed, otherwise the necessary action shall be initiated including termination of contract and forfeiture of Performance Security.
- Both the JV Partners shall perform their duties as per the JV Agreement submitted. However, WAPCOS shall communicate with the Lead partner of JV and the responsibility of the Performance of the contract towards WAPCOS shall lie with the Lead bidder. WAPCOS shall not be liable to make any payment to

other JV Partner in any case.

7.0 BID PRICES

- 7.1 The bidder shall fill in rates and prices for all the items of the schedule of works. The rates should be **inclusive of all applicable taxes & duties, if any, and also inclusive of applicable GST.**
- 7.2 The quoted price shall include, but not be limited to, the following activities:
- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc;
 - **GEM Transaction Charges as per latest GEM Revenue Policy shall be Payable by the user directly to GeM for Acceptance of Work Order.**
 - Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
 - Taking all necessary safety precautions;
 - Clearing sight lines by removal of bushes and scrub.
 - Access to the project site
 - Making of temporary paths for movement of equipment's etc.
 - Any stoppage of works due to any unforeseen reason.
- 7.3 **The Percentage rate should include all taxes & duties, calibration, insurance, transportation etc. (including applicable GST) and nothing extra will be paid over and above the contract price as specified in Annexure-A/B.**
- 7.4 Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
- 7.5 Any conditional bid shall be rejected.

8.0 BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 90 (Ninety) days from the date of opening of the quotations.

9.0 BID OPENING

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

10.0 EVALUATION & SELECTION CRITERIA

10.1 TECHNICAL

The first stage of technical evaluation will be based on clause 3.0: Qualifying criteria. The agencies qualifying under clause 3.0 above are only considered for further technical evaluation. Technical Evaluation of the bids would be carried out on broad parameters as given below:

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will

additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

Right to Accept/ Reject the Bid

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

10.2 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.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.
- If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

11.0 AWARD OF WORK

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 The total time period of the contract shall be 24 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued by the client from time to time.
- 11.3 Notwithstanding clause 11.1 as above the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

12.0 TERMS AND CONDITIONS

- 12.1 Time of Completion: The total time period of the contract shall be 24 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued by the client from time to time.
- 12.2 The bidder shall mobilize the required manpower as mentioned in the ToR / Scope of Work within 5 days from issue of Letter of Award.
- 12.3 The required machineries are to be deployed at Project Site as per the project requirements within 5 days from issue of Letter of Award.
- 12.4 Time for completion is the essence of the contract and no relaxation of any account shall be

entertained. Progress of work shall be monitored on weekly basis.

- 12.5 The Bidder shall open offices at respective Project Sites as per the client/WAPCOS requirements.
- 12.6 The bidder shall provide the vehicle to the WAPCOS Officials for inspection of sites.
- 12.7 The bidder shall submit the reports/maps in hard copies as well as soft copies in scanned as well as editable formats.

13.0 A) PERFORMANCE SECURITY

- 13.1 **A performance security guarantee of 3% of the total value of contract shall be submitted by the Bidder (successful bidder i.e. lead firm) within 10 working days on award of the works in the form of Bank guarantee in the specified format.**
- 13.2 Successful tenderer shall unconditionally accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.
- 13.3 Performance guarantee may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.
- 13.4 Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including operation and / or maintenance and defect liability period, if any or one month from the date of release of final payment whichever is later. Since there may be separate timelines for completion for separate work orders to be issued from time to time, the validity period of each PBG shall be specified accordingly.

The Bank Guarantee (Performance BG or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

Indian Overseas Bank

NHB Gurugram, Branch Code: 1935

IFSC Code: IOBA0001935

Beneficiary: WAPCOS Limited"

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

The Performance Guarantee shall be refunded to the Agency after 60 days of the successful completion of all activities as per the scope of the work.

B) SECURITY DEPOSIT

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

14.0 VARIATION

It may be noted that the Schemes has been given in the schedule / ToR / Scope of Work has been estimated as realistically as possible. However, the works/schemes/projects may be increased or decreased depending upon the work orders received from the client from time to time.

No change in the quoted rate shall be allowed due to changes in the quantities of works / No. of Schemes / Project Cost, actually executed and the quantities given in the schedule of works.

However, any variation is restricted to the variation clause applicable to WAPCOS as per the Main Agreement with the client.

15.0 PHASING OF PAYMENT

The Consultant will be paid approved percentage of Project cost as total fee against the assignment/services delivered to the client. The client shall be under obligation to pay the said total fees against each project in the following manner:

- a) The consultant payment will be made as per the breakup of payment is given below.

Sr. No.	Name of activity	Breakup of Payment of total Consultant Rates
1	Monthly Establishment Charges against Mobilization experts and filed staff and office operation including transportation and cost of communication	30%
2	Submission of Monthly Progress Report	10%

3	Consulting Charges on submission of Monthly Inspection Report along with the verified Running account bill of the contractor based on the percentage of completion as per ToR, approved by competent authority/Client	50%
4	Final documents submission and project completion report as per ToR approved by competent authority/ Client	10%
	TOTAL	100%

1. Monthly Payment of Establishment Charges

The payment of establishment charges shall be made for the deployment of personnel, office operations including support staff, communication, printing, stationary and transportation charges etc. The payment of establishment charges shall be paid on monthly basis irrespective of the progress of work. Calculation for the same will be done on the following basis:

= 0.3 X (Total Value of work orders awarded to the contractor x Approved rate in percentage of work order of the Consultant / Duration of Works in month as specified in the contractors agreement).

EIC will ensure prorata progress of works. Mobilizing and demobilizing of required resources have to be ensured by EIC as per prorata progress of works of Components under Part-B of work.

2. Conditions for the payment of consulting charges

- 1) Team Leader shall submit the time sheet along with monthly invoice raised for payment verifying the staff deployed and the man days consumed for fulfilling the obligations under the contract.
- 2) Monthly payment to the Consultant shall be paid as per approved rate in percentage of cost of the total work orders after deducting applicable GST from the contractor's bills.
- 3) No payment shall be made to Consultant against price escalation paid to the contractor.
- 4) If in case, the value of actual works executed is less than the likely cost of works to be executed (as mentioned in the Bid) then the payment of consulting charges shall be as per actual execution of works.
- 5) For on-going in-village scheme and also ongoing major projects, fee shall be limited to only the balance works to be executed and mode of payment shall be as indicated above.

3. Payment condition of the final Payment

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

4. Transportation:

The bidder shall provide the vehicles in the Project Area as per the requirement of Client/WAPCOS depending on the schemes spread over area in order to complete the project related activities.

5. The bidder shall provide the 3 nos of new computers with latest configuration & software, one colour printer, One b/w printer with photocopy & scan facilities and internet facilities at Regional Level Office of WAPCOS at Udaipur.
6. The bidder shall be provided Design Engineers (hydraulic & structural) with at least 5 years of experience in hydraulic & structural design of water supply components at Regional Level Office of WAPCOS at Udaipur

15.1. Payment Procedure

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

payment. The verification of the submitted bills / invoices may be done only after the receipt of the payment from client along with payment details of the released amount

Note:

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

Back-to-Back payment clause:

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

16.0 PROGRAMME

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

16.1 Contractors Superintendence and Obligations

The contractor shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

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

16.2 Insurance

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

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

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

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

16.5 The bidder shall submit weekly progress report to WAPCOS Project Manager (INFS-1) at Jaipur. The bidder shall equip their site in charge with mobile phone with internet facility to facilitate communication and control over work progress.

- 16.6** Bidder shall use Mobile application for maintenance of attendance of field staff / experts / team leader with live location and live self-photograph along with GPS location. The expenditure of mobile and internet shall be including in the quoted rates by the bidder in the financial proposal.
- 16.7** Bidder shall adopt appropriate software / online system / online application for handy information related the progress of the project at site available online 24x7. The access to see the information shall be given to the client's concerned Superintending Engineer / Additional Chief Engineer / Chief Engineer, EIC of WAPCOS and Team Leader. The correct data to be uploaded in the application by the authorised persons only. The expenditure of online application development and maintenance shall be including in the quoted rates by the bidder in the financial proposal.
- 16.8** No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS at any stage.

17.0 OTHER TERMS AND CONDITIONS

- i) The Bidder will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
 - Third party liability insurance.
 - Worker's compensation insurance in respect of bidder's personnel.
 - Any other insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land.
- iv) The agency shall comply with the provisions of the following acts:
 - Contract labour (Regulation & Abolition) Act 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer's Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- v) The Bidder shall not employ any labourer below 18 years.

18.0 ARBITRATION

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

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

proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

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

19.0 LIQUIDITY DAMAGES

- 19.1 If there is any delay in Consultant’s engineering services, which is conclusively proved is on account of reasons solely attributable to the Bidder, resulting in extension of overall schedule for completion of the project, then WAPCOS shall be entitled to recover from Bidder by the way of liquidated damages.
- 19.2 If the Bidder does not establish their office at site with furniture, computer, printer/plotter, scanner, stationary, staff, vehicle for supervision etc. within 30 days from effective date, then Rs.3000/- per day per district for the number of days delayed for establishing the office for the particular project will be deducted from the bill.

The liquidated damages shall be applicable under following circumstances:

- a) If the Bidder fails to deploy the requisite staff as per the requirement of the ToR / Scope of work, the Consultant shall be liable to pay Rs. 7500.00 per day on proportionate basis of numbers of person deployed against required deployment, for first 30 days thereafter Rs. 10000.00 per day on proportionate basis for next 90 days. If delay in deployment of requisite staff is more than 120 days then the Bidder shall be liable to pay 0.05% of the total cost of the consultancy fee for delay of each day (for delay beyond 120 days).
- b) If construction work is delayed by more than 07 days due to delay in checking/ certification of material, the Bidder shall be liable to pay 0.05% of the consultancy fee of that Particular project for delay of each day.
- c) In case delay in completion of the project due to the delay in performance of the activities on consultant side, 0.05% of the consultancy fee of that particular project for delay of each day.
- d) The total amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

20.0 FORCE MAJEURE

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

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

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such

failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS/Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the consultant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

21.0 Termination of Contract and payment upon Termination

21.1 Termination of Agreement for failure to commence Services:

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

21.2 Payment upon Termination

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

22.0 Blacklisting policy

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

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

23.0 Make in India

Public Procurement (Preference to Make in India)

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

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

In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost 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.P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of

goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

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

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

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

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

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

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

24.0 Provision as per Rule 144(xi) of GFR

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

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

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

25.0 Penalty Clause

25.1 The Client may conduct independent quality monitoring and checking of works inspected by the Bidder. If such checks or otherwise disclose that the works inspected by the Bidder do not meet the specified requirement, the employers will not pay the WAPCOS fees for the affected portion and the same amount would not pay the Bidder. In addition, the Bidder will incur a penalty equal to 10% of fee payable and shall not be entitled for payment of fee for any re-inspection.

25.2 If the service of a team member provided by the Bidder is not acceptable to the Client Department, the Bidder shall immediately replace the team member on request of Client Department / WAPCOS. If the Bidder fails to quickly replace a team member as instructed by the Employer and also if Bidder fails to deploy required personnel as per the TOR the deduction shall be made from the monthly running bill payable to the Bidder equal to: Monthly rates for Key Experts and Non-Key Experts submitted by the Bidder and agreed with Client. However, if the Bidder fails to deploy the requisite personnel or replace

any member as instructed, the Bidder shall be liable for action for termination of Contract or blacklisting.

- 25.3 The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS due to the delay in completion of works or above related reasons. The amount of the penalty would be same as imposed by the client on WAPCOS (not on proportionate basis)

26.0 TERMS OF REFERENCE

The intending bidder shall be hired for **Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan.** The Bidder shall get the work inspected and ensure the quality of works implemented, facilitate the measurements and verification of the bills prepared for payment during execution of work including trial run and commissioning of the scheme. The bidder shall submit all the above documents / letters / Measurement Book / verifications of bills to EIC of WAPCOS. Bidder is not authorized to do any kind of direct correspondence with client and contractor. Bidder should apprise the EIC of WAPCOS on daily basis regarding progress of work. Also a weekly meeting may be done with the whole team of the bidder regarding progress and site issues of each scheme.

On request for release of running payment from the executing Agency by the Contractor, a combined inspection of site will be undertaken by-

- 1) Gram Panchayat and / or its sub - committee, i.e. VWSC (only in case of in-village infrastructure)
- 2) Concerned Client Department; and
- 3) Third-party inspection agency engaged by Client.

The agreed discussion points will be recorded and signed with Gram Panchayat and / or VWSC. The role of Bidder shall include the following:

- a) Inspection of construction material including witness/review of pre-construction tests with test reports
- b) Pre-despatch Inspection of materials and equipment such as pipes, valves, pumps, motors, etc as specified in the RFP at manufacturer's premises
- c) Monitoring of quality and quantity of works during construction as per standard engineering practices based on relevant BIS standards
- d) Suggesting and implementing corrective measures for removal of defects during construction
- e) Recommendation on the payment of the work executed and monitoring functioning of all infrastructure under JJM Contracts. But final recommendations may be submitted to client through EIC of WAPCOS.
- f) The bidder would be responsible for delivery of the assignment in close coordination with the District Jai Jeevan Mission, headed by the District water supply Committee.
- g) Checking of designs and drawings submitted by the contractor in Major Projects.
- h) Checking of Quality Assurance Plans (QAPs) submitted by the contractor.
- i) Checking of Work Plans submitted by the contractor and further submit it to the EIC of WAPCOS
- j) Monitor progress of works to ensure that progress of work is as per approved Work Plan and suggest remedial measures if progress found to be lagging. The correspondence regarding lagging of the progress may be informed to client well in time through EIC of WAPCOS
- k) Suggest safety measures to be adopted in the field during execution of works by appointing one safety engineer at District level.

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

The bidder shall provide the qualified Manpower, logistic and infrastructure support activities for the following activities:

26.1. CONSTRUCTION STAGE

The Consultant shall, during the construction period, be available on a Continuous basis at the complete stretch of the project site in order to inspect the quality of works, ensure conformity with Technical Requirements and the Performance Standards stipulated for the works. The Consultant shall be responsible to generate the

data/reports required to be submitted to Government of Rajasthan on a periodic basis or as required by the Engineer in charge.

26.1.1 For Major Projects only

Check and review of Contractor's documents to Hydraulic designs of rising mains, distribution network, designs and drawings of Civil Structures and EMI works, capacity calculations of reservoirs, sizing calculations of piping in the pumping stations, Single Line Diagrams, earthing system design, PLC, SCADA, etc as conveyed by EIC, within 7 days from submission.

26.1.2 For Major Projects (MP) and Other than Major Projects (OTMP)

- 1) The Consultant is required to go through the QAQC manual issued by the Chief Engineer Quality Control (QC), of the client department. The scope of inspection shall be in Compliance to the provision of QAQC manual.
- 2) Check and review of Contractor's documents related to Quality Assurance Plans
- 3) Liaising between the Client and the Contractor to ensure effective communication to avoid disputes. If any arises, such disputes are settled reasonably and amicably and assist in any adjudication if any.
- 4) Submit Monthly Progress Reports of based on M.S. Project software or any other suitable software approved by client department.
- 5) Monitor progress of the works in accordance with the approved Work Plan / Implementation Schedule.
- 6) Review and recommend, as and when required, revised programs and schedules.
- 7) Calculate delays on part of department and / or contractor and suggest remedial measures.
- 8) Liaison between Client and external agencies like Railway, NHAI, Forest, etc to obtain requisite permissions.
- 9) Inspection of Materials, Machineries and equipment's at the place of manufacture / Factory premises within Rajasthan and outside Rajasthan in the country whenever required.
- 10) Typical inspection checklists shall be prepared for each category of materials and works with reference to IS Codes, CPHEO Manual, Other codes and manuals as applicable and bid documents. QAQC Manual issued by the Department shall also be referred.
- 11) The inspection system and procedure shall be prepared and maintained on day- to- day basis. The inspection crews shall have guidelines, test plans, scope of inspection, procedures, checklists and various formats to carry out inspection in a systematic method.
- 12) The inspection report of materials, equipment and works based on site inspection shall be submitted to the Executive Engineer of concerned Division, periodically as per requirement.
- 13) The Consultant shall issue necessary certification on progressive completion of each category of work after ensuring quality control and assurance so as to achieve the designed objectives of the particulars works.
- 14) Witness collection of sample of pipes received at site for onward submission to an approved laboratory for testing.
- 15) Advise the Contractor for safety measures and epidemics. Check that all the equipment and machineries are delivered at site as per the pre-dispatch clearance given by the Bidder bearing the seal and marking of the bidder.
- 16) Issue to the Contractor from time to time, as and when necessary, such further instructions through Client as required under the construction contract to enable the Contractor to complete his obligations under this contract in a timely manner.
- 17) The quantity executed in every bill shall be witnessed and verified by the bidder and the duly signed and verified report for the same shall be attached / submitted with every bill processed for the payment.
- 18) Witness from time to time such tests regarding construction materials and equipment and workmanship as required under the construction contract to be executed by the Contractor or elsewhere and instruct the Contractor through Client to undertake corrective action in case of non-compliance with the specification or the applicable standards.
- 19) Ensure that all materials used for execution of work are as per the relevant IS standards and procedures of execution of work should be carried out as per best Engineering Practices.
- 20) Ensure that all materials used by contractor for contractor for execution of work should be tested in approved labs and simultaneously field test will be carried out at field testing lab, if necessary.
- 21) The consultant shall ensure highest quality to work while monitoring the construction activities.

- 22) Ensure Materials to be used for construction activities are checked and verified as per the standard operating process and specifications.
- 23) Ensure the compliance with the plant of action and decide on the basis of the results of the testing as to whether the said facilities are sufficiently sound be incorporated in the permanent works without affecting later operation and functioning.
- 24) Supervise the mobilization of contractor, his staff, plant, equipment etc. and his provisions for storage and other operating areas is in accordance with the manufactures' recommendation.
- 25) Monitor and inspect the physical works as per the prescribed standards and norms and to ensure the works are to be implemented in adherence to the same.
- 26) Undertake corrective action in case of non-compliance with the specification or the applicable standards.
- 27) Supervise the contractor's testing facilities, decide whether the said facilities are sufficiently sound to be incorporated in the permanent works without adversely effecting later operation and functioning.
- 28) Consultant shall supervise all construction activities such as the following:
- 29) Pipeline trenching, bedding (if required),
- 30) Lowering, laying and jointing of pipelines.
- 31) Installation of valves, specials fittings.
- 32) Inside in-situ lining/Encasing
- 33) Pipeline hydro testing and pre commissioning test.
- 34) Functioning of tube wells
- 35) Proper alignment of pipeline trenching.
- 36) Nallah / River crossings - culverts bridges etc.
- 37) Major / minor road crossings
- 38) Railway crossing/NH crossings/Canal crossings
- 39) Orientation location of structures depth of foundation etc. with respect to approved drawings and approved test plan.
- 40) Dimensions, reinforcement, concreting, masonry, sanitary, electrical, finishing items of major civil works like water reservoirs, treatment plants, pumping stations, buildings, boundary walls, valve chambers.
- 41) Supervision and quality checking of miscellaneous items and any other major items not included in the lists but required for the successful implementation of the project shall also form the part of scope of work under this assignment.
- 42) Witness Contractors internal tests on materials, concrete, mortar etc.
- 43) Records and review of contractor's monthly Running account Bills and verify the same against the measurement and valuation, as required under the work contract and forward them to the EIC of WAPCOS and EIC of WAPCOS may forwarded it to the Client (Executive Engineer) for payment. MB books needs to be certified and signed by bidder.
- 44) Ensuring setting up of field laboratories by the works Contractor, if proposed in works contract and check adequacy and accuracy of testing facilities in the lab.
- 45) Sample inspection (minimum 10%) of proper alignment of pipeline trenching, depth and cover of bedding and refilling and compaction etc.
- 46) Quality of coating and lining of MS pipes of transmission main
- 47) Sample inspection (minimum 10%) of the installation and testing of valves, specials fittings etc.
- 48) Witness the sectional testing of Pipeline (Transfer Main, Rising Main, and Distribution network and consumers service line) and pre-commissioning test.
- 49) Orientation, location of structures, depth of foundation etc. with respect to approved drawings and approved test plan.
- 50) Dimensions, reinforcement, concreting in foundation for major civil works.
- 51) Shuttering, plumb, dimensions, concreting etc. in sub structure including vertical wall, ring beams, tie beams, columns, slab etc, as per approved inspection test plan.
- 52) Satisfactory hydraulics of WTP, if any, including quality of treated water.
- 53) Efficiency of HSC pumps
- 54) Report on safety measures adopted.
- 55) Report on adherence to safety codes, labour laws, bye-laws and regulations and avoidance of public inconvenience.
- 56) Report on Physical Progress of the project.
- 57) Report on Quality Assurance systems and quality of executed works as per Checklist for Quality Control plan.

- 58) Reviewing the test results/certificates of all construction material and /or sources of material and undertake additional tests as necessary to assess the quality of Works as 2nd tier quality control.
- 59) Informing WAPCOS and client on regular inspection of the Contractors equipment, plant, machinery, installation, etc. to ensure that they are adequate and are in accordance with the terms and conditions of the contract.
- 60) Reviewing the “as built” drawings submitted by the Contractor and submits a report to EIC.
- 61) Ensure that the Contractor allow for sufficient lead time for the provision of all materials, plant, equipment and labour to avoid hold ups or bottlenecks.
- 62) The bidder shall draft the letters / certifications and submit to the EIC of WAPCOS to issue necessary certification on progressive completion and recommendation of payment of running / final bill of the executed work after ensuring quantity, quality control and assurance to achieve the designed objectives of the work. The certification and recommendation shall be based on satisfactory adherence of the system and procedures of the inspection.
- 63) Bidder shall carry out sample non-destructive testing for water retaining structure including apparatus required at his own cost, if required by EIC.
- 64) In the event of technical problems arising on site, assist the Contractor in overcoming them in the interest of the Client / works.
- 65) Review of functioning of in village infrastructure during the trial run w.r.t pressure, duration, quantity and quality of piped water supply.
- 66) Any other work decided by the State Government as per the requirement of the work.
- 67) Make Periodic site visits to ensure that any outstanding work as agreed upon with the contractor before issuing the certificate of substantial completion certificate is properly carried out.
- 68) On the occasion of site visit as above/ on request of client, supervise performance of, operators and report to client in case of shortcoming including recommendation for the corrective actions.
- 69) Notwithstanding to above, the tentative schedule of test of materials and frequency of tests to be Witnessed / verified by bidder is as per the departmental QA&QC manual which can be downloaded from client website.
- 70) All the correspondence with the client and contractor should be done through WAPCOS only, bidder is not authorized to submit any kind of letters / certifications / MB / bill verification / queries / notices to contractor / any type of direct correspondence with client and contractor.

26.2. COMMISSIONING AND TRIAL RUN STAGE

The Bidder in presence of EIC of WAPCOS shall witness commissioning of the scheme/project and shall report the functionality of the complete system for any malfunctions during trial runs and subsequent successful commissioning of the system.

27. DELIVERABLES

27.1.1 To carry out inspection of all engineering works relating to civil, mechanical and electrical components (intake structures, treatment plants, intra and inter district distribution network, balancing/ intermediate reservoirs, pumping and electrical systems, instrumentation/automation system, chlorinators, rainwater harvesting/ recharge, watershed, water resources management, etc..) covering the following aspects:

- 1) Sample checking and review of: -
 - Test report of the materials used for construction.
 - Quality control measures adopted at the time of construction in the field.
 - Safety measures adopted at the time of construction in the field
- 2) Quantity and quality of works executed as per the bill for payment claimed
- 3) Recommendations on the payment for the work executed
- 4) Functioning of the infrastructure during trial run

27.1.2. Bidder has to inspect works under rural water supply works. The likely cost of works to be executed is tentative and may vary.

28.0 PROCEDURES AND AUTHORITY LEVEL

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

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

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

29.0 INSPECTION OF MATERIALS, MACHINERIES AND EQUIPMENT

• Pre-dispatch inspection

Pre-dispatch inspection of materials, machineries and equipment at the place of manufacturer premises within State /Country and outside State /Country is required to be complied as per approved QAP for respective items. The inspection agency shall ensure quality assurance and control so as to achieve the desired objective and sustainability of the system for the anticipated service life to each Category.

- a) Any effective modification found necessary during their inspection process for achieving the designated aim shall be brought to the notice of the Client and obligatory on the agency.
- b) Typical inspection checklists shall be prepared for each category of works on each operation and activities with reference to documents and standards. The acceptance / rejection report through the concerned inspection engineer ensuring all the points shall be mandatory.
- c) The inspection system and procedure shall be prepared and maintained on day-to- day basis. The inspection crews shall have copies of approved QAP's , relevant IS Codes, guidelines, test plans, scope of inspection, procedures, checklists and various forms as to carry out inspection in a systematic method.
- d) The inspection report based on factory and / or on-site inspection shall be submitted to the engineer-in-charge of the project, periodically- monthly, quarterly and annually.
- e) All stationary, drawing stationary, design facilities, reprographic facilities, transportation etc. shall be arranged by the bidder at his own cost.
- f) The bidder shall prepare the draft letters / certifications and submit to the EIC of the WAPCOS to issue necessary certification on progressive completion of each category of work after ensuring quality control and assurance so as to achieve the designed objectives of the particular's works. The certification shall be based on satisfactory adherence of the system and procedures of the inspection.

• Post-dispatch inspection

- a) The Bidder shall immediately carry out the physical inspection of all the materials received at site.
- b) The physical appearance test of the pipe received at site shall be checked.
- c) Bidder shall also witness collection of samples identified by the Engineer-In-charge to be sent to designated laboratory/institute of repute.

30. OBLIGATIONS OF BIDDER

The Bidder is required to establish furnished offices at each District headquarter under his assignment and scope. The dimension and size of the office shall be sufficient for comfortable sitting of all the bidder team. The bidder shall inform EIC about the commencement of functioning of office. The bidder shall assist client for successful execution of the project by ensuring supply of material/equipment received/ used of the highest quality standard. The objective of the contract is to ensure supply and use of Material/equipment of the highest standards in various Contracts entered by the client with works Contractors. The specifications and the tests specified for the items subject to third party inspections shall be given in the works contract as per the latest national/ international standards and it is expected that the works Contractor will follow the same while ordering his equipment/material from a manufacturer.

All the inspections shall be constituted with the following guidelines:

- a) Review of Test Facilities in the Manufacturer's Premises: The inspector should review the test facilities available in the manufacturer's premise and verify the calibration approval of the test equipment. If there are any short comings, these should be pointed out and inspections to be carried out only after rectification of shortcomings.
- b) Raw Material Quality Assurance: The inspectors are expected to go through the record of the procurement of the raw material and its test records to satisfy themselves that the quality of the raw material used is satisfactory. This check should be made for important and critical components of the equipment. However, inspection of HDPE Pipes shall be carried out stage wise as per manufacturing process and the inspector shall witness all stages of pipe manufacturing process taking sample at each stage for strict quality adherence.
- c) Review of the Quality Assurance of brought out items: The source of the brought-out items, the test reports if any, and their conformance to the order should be verified. This needs to be done for all important and critical items.
- d) Review of the type tests records of similar items carried out by the manufacturer: The past type tests carried out by the manufacturer should be reviewed and their copies be attached with the inspection report.

31. Conducting acceptance tests for the equipment /material as per the relevant latest BIS:

The results of the test report have to be submitted with the inspection report. The tests shall be conducted as per the relevant BIS and approved Quality Assurance Plan (QAP). However, if there are some stipulations in the works contract, the stipulations of the works contract shall prevail. This shall apply to tests to be conducted and sampling criteria.

32. INDICATIVE LISY OF INSPECTION ITEMS AT MANUFACURERS PREMISES

Bidder shall inspect, test all the material, machinery and equipment within the scope of the works contract as per specifications laid out in Contract Agreement with works Contractor and following the principles of good engineering practice. The Indicative list of items that are likely to be inspected under this contract is given below. The scope of work shall include but not limited to the items mentioned in the list:

A Sample indicative list is provided here under.

S.No	Items
A. Mechanical Works	
1.	Horizontal Split Casing (Clear Water and Back Wash) and Vertical Turbine Pumps (Raw water)/Submersible Centrifugal pumps
2	Submersible-Pumping sets of varying duty conditions for tubewells.
3	Solar Pumps and Solar Panel.
4	Vacuum Pumps, Mono-block Pumps, High-discharge pumps.
5	Air relief Valves, Kinetic Air Valves, Soft-Seated Gate Valves
6	Sluice Valves and Butterfly valve with / without Actuators
7	Non-Return Valves of various types
8	Pressure Reducing Valves & Flow Control Valves
9	Consumer connection meters and bulk meters,
10	Sluice Gates
11	E.O.T Crane
12	Air Vessel and Pressure Filter
13	Air Compressor
14	Chlorinator
15	Motor Above 15kW
16	Pipes, Joints and Specials of various types and materials for use in Water Supply purposes
B. Electrical Works	
1	Transformer LT & HT Panels
2	HV Outdoor Switch Dis-connector/ Isolator
3	Gantry/ Structure for Switchyard/ Transmission Line
4	Transformer (including OLTC, RTCC panel)
5	APFC Panel
C. Instrumentation Works	

1	Instrument Control Panel for Raw Water Pumping Station comprising of PLC system, digital indicators, digital flow Indicator and integrator, alarm annunciator, pushbuttons etc.
2	Instrument Control Panel for CWPS comprising of PLC system, digital indicator, alarm annunciator, pushbuttons etc.
3	Instrument Control Panel for Water Treatment Plant along with PLC System.
4	Local SCADA Systems (Integrated testing with PLC system) for WTP, RWPS, CWPS

33. Human Resource Requirement

A. Qualification and Experience Requirement for Proposed Team

Broad qualification and experience of the key personnel and other staff given below are from clients' perception in respect of the specific requirement of the project. Agencies are advised to propose personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements.

S. No.	Particulars	Minimum No. of Personnel to be Deployed	Minimum Qualification	Minimum Experience
District Level				
1	Quality Assurance & Control Engineer	2 Nos in each District	Graduation in Civil engineering/ mechanical/electrical Engineering/Environmental Engineering/Automation	Three (03) year experience in Water Supply Project.
2	Draftsman	3 Nos in each District	ITI/Polytechnic in AutoCAD/ Civil/ Mechanical	Experience of 1 year in AutoCAD
Village Level for SVS and MVS OTMP (For only distribution system)				
3	Field Quality Control Engineer	7 Nos (Civil) & 1 Nos (Electromechanical) A team of eight of SVS/MVS costing Rs. 150.00 Crores of works awarded shall be deployed.	Graduation in Civil/Mechanical /Electrical Engineering Diploma in Civil/Mechanical /Electrical Engineering	Two (02) year experience in water supply/ Waste water infrastructure projects Five (5) year experience in water supply /waste water infrastructure projects
4	Supervisor cum construction manager	On 18 Field Quality Engineer 1 Supervisor is required	BE Civil	3 Years or more
Village Level works for Major Projects				
5	Field Quality Control Engineer	4 Nos (Civil) & 1 No (electrical/mechanical) A team of 5 engineers for the work of Major Projects costing Rs. 150.00 Crores of works awarded shall be deployed.	Graduation in Civil/Mechanical/electrical Engineering Diploma in Civil/Mechanical/Electrical Engineering	Two (2) Years' experience in water supply/waste water infrastructure projects Five (5) years' experience in water supply/waste water infrastructure projects
For transmission system of surface source based water supply project				
6	Field Quality Control Engineer	2 Nos (Civil) & 1 No. (electrical/mechanical) For intake and WTP works as & when required 3 Nos (Civil) For transmission pipeline upto 100 kms 1 No. additional for exceeding every 100 kms 2 Nos. (Civil)/ (Electrical/Mechanical)	Graduation civil/mechanical/electrical engineering Or Diploma in Civil / mechanical / electrical engineering	Two (2) years' experience in water supply/waste water infrastructure projects Or Five (5) years' experience in water supply/waste water infrastructure projects.

S. No.	Particulars	Minimum No. of Personnel to be Deployed	Minimum Qualification	Minimum Experience
		For intermediate Pumping stations As & when required		

The above team to be deployed by the bidder shall report to Regional Team Leader of WAPCOS limited. The details shall be communicated to the successful bidder upon award of work.

B. Detailed Information on the Major Tasks and Duties are as follows but not limited to:

1 QUALITY ASSURANCE & CONTROL ENGINEER

- Shall witness testing and inspection of construction materials and the inspection of the mechanical, electrical as well as automation components of the project at factory and site. As and when required.
- Shall carry out inspection of materials/equipment procured by the contractor at manufacturers premises and shall ensure that the same is as per the technical specifications of the contract with the contractor /as per latest standards.
- Carry out inspection of works for ensuring quality of the works executed /being executed.
- Shall support team leader and represent Bidder team in case team leader is no present.
- Shall function as technical advisor in quality and quantity check of all the schemes.
- Shall be responsible for overall check on quality control, quality assurance and measurement recorded by Bidder team.
- Shall assist Client and WAPCOS in correspondence to clarifications from the contractors in technical and financial aspects regarding bills raised.
- Shall oversee the contractor's submission documents and coordinate for reviewing the contractor's submissions.
- Undertake site visits as required/ directed by the Client.
- Shall guide /assist the team/Client in reviewing the measurement bills, documents and drawings submitted by the contractor.
- Shall assist the team leader to establish system to check the measurements periodically such that time required for certification of measurement and intermittent bills shall be minimum.
- All other duties assigned by the team leader and client.

2 FIELD QUALITY CONTROL ENGINEER

- To review quality assurance and quality control (QAQC) system of the Bidder team and monitor that the ongoing work on site are as per approved designs, drawings, specifications and in line with approved QAQC plan.
- To update /highlight the team and client about any non-conformity to the QAQC.
- Check the measurement recorded in the measurement books are in sync with the actual progress of work on site and per agreed contract.
- Witness start-up, testing and commissioning as per detailed specification and contract conditions;
- Shall carry out inspection of materials/equipment procured by the contractor at manufacturers premises and shall ensure that the same is as per the technical specification of the contract with the contractor/as per latest standards.
- To inspect the works, during the execution period.
- Establish a system of quality control & Quality assurance of works, approval of Materials, Concrete mix designs, sampling and testing procedure and check implementation of the same.
- To interact with Team Leader, SQC Engineer and Client regularly.
- To Check measurements as per TOR and issue monthly/interim payment certificates;
- All other duties assigned by the Team Leader and Client.
- In case of works where measurements are hidden after completion, as in the case of foundations, reinforcements in RCC structures, etc, check measurements are to be carried out immediately after each activity is completed and before they are covered up.
- Witness/Check the laboratory and field tests carried out by the Contractor; ensure proper record and testing of cubes as required.
- Check all quantity measurements and calculations required for payment purpose.

- Analyze data gathered of ground water sources on volume, type of soil, depth of water table and quality to make recommendation on sustainability of source and also recharge structure required to ensure long term sustainability of the ground water source.

The above tasks are indicative and further tasks may be allotted by Client / Team Leader depending on the requirements of the projects / schemes. The above tasks are to be delivered by the Consultant as a whole and non- deployment / absence of some members of the Bidder team shall not be considered as a reason for non-delivery of any aspects of the Services as envisaged under the Contract. It is the responsibility of the Bidder to ensure delivery of the entire scope of work as envisaged under the Contract at all times during the contract period.

Above scope of work is indicative in nature and the Department may seek additional advisory support from the full- time deployed team to meet the objectives under Mission. Department may also request for additional competencies / disciplinary field other than identified above on need basis.

34.0 Mobilization / Replacement of Staff

The Bidder will be responsible for deployment / withdrawal of staff / additional staff or efficient and complete checks / certification. Client may instruct for increase / decrease in deployment of staff as required during the contract. The CV's of key personnel shall be included in the proposal along with documentary proof of qualification and experience, their written consent and availability. Format of CV's of the team members are to be submitted to the concerned EIC in the format annexure along with TOR. Only under exceptional circumstances and with prior approval of Additional Chief Engineer Concerned, key staff team member will be allowed to be replaced. Any such request for replacement shall be raised by giving proper justification of the need of replacement. In case of such replacements, the Bidder will ensure that there is an overlap of at least one month between staff to be replaced for knowledge transfer, at the cost of the Bidder. After award of the contract, the Client expects all the proposed personnel to be available during implementation of the contract as per the agreed staffing schedule. Penalty imposed by the client due to non-availability of any expert at site shall be imposed on the bidder. The penalty amount would be the same as imposed by the client on WAPCOS (not on proportionate basis).

35. REVIEW AND VERIFICATION OF DATA AND DOCUMENTS

- 35.1 Pre-dispatch inspection of equipment's / materials at manufacturer's factory / premises.
- 35.2 Review of quality assurance plan prepared by the Contractor / Vendors.
- 35.3 Work procedure, testing procedure etc. prepared by the Contractor.
- 35.4 Checking and inspecting Factory / field laboratories provided by Vendor / Contractor to conduct laboratory tests.
- 35.5 Test certificates / reports of materials to be used for finished product for use in construction and installation

36. REPORTS

- 36.1 During the course of this assignment, the Bidder shall provide inspection reports- daily, monthly, quarterly and annually to the client with contents meeting the TOR requirements (Exact structure of the reports will be decided with mutual consultation between client and Bidder). Monthly report shall be submitted project wise for each project.
- 36.2 Bidder will submit inspection report of each inspection in the format approved by Client with comments if any to the concerned Engineer-In-Charge. Inspection certificate will also contain date of inspection scheduled and actual date of inspection.
- 36.3 Bidder shall furnish monthly statement of works inspected to EIC of WAPCOS by 05th day of each month so that the same may be submitted to concerning Engineer and a consolidated information to the Concerned Additional Chief Engineer, of the client by 10th day of each month.
- 36.4 Bidder shall furnish quarterly and annual reports with details on monthly inspections to EIC of WAPCOS, so that the same may be submitted to the concerned Additional Chief Engineer, of the client department at the end of each year.

- 36.5 Fortnightly report on the rejection of works with reasons; demolishing/ disposal for rejected material in his presence and; improvement made by the Contractor/supplier as a result of rejection etc will be submitted.
- 36.6 Other reports as required by Client.
- 36.7 The Bidder will submit the following periodic reports at the time and in the number of copies (also in electronic copies) indicated for each, in addition to reports, which will be submitted on. The specific tests under the scope of work. Some of the reports would be in questionnaire form so that all required aspects are covered.

Particulars of the Report	No. of Copies
Monthly Progress Reports	3 Hard + 02 Softcopy
Quarterly Progress reports	4 Hard + 02 Softcopy
Annual Progress reports	4 Hard + 02 Softcopy
Completion Reports of each package	4 Hard + 02 Softcopy
Final Completion Report with CD	4 Hard + 02 Softcopy
Any additional report and power point Presentation in Hindi and English	As and when required

Monthly Progress Report: Monthly progress reports to be submitted by the fifth day of the following month in English. The report shall include the progress of works, along with photographs of construction progress. The report shall summarize the work accomplished by the Bidder for the preceding month (along with photographs). The report will outline any issues/concerns/problems encountered (administrative, technical, environmental, social or financial) and give recommendation on how these problems may be overcome. The report should record the status of payment of Contractor's monthly certificates, of all claims for cost and of action required by government and other agencies to permit unconstrained works implementation.

Quarterly / Annual Site Assessment Report: Bidder shall submit a comprehensive report summarizing all activities under the services at the end of each quarter / year, and also at other times when considered warranted by the Client because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such report shall summarize (i) the activities of the Bidder (ii) the progress of the Contracts (iii) the status of Contractor's claims, if any; etc. The report shall include brief descriptions of the technical and contractual problems being encountered, physical and financial progress in approved formats, financial status of the contract and other relevant information for the on-going contracts.

All report should be given in hard copy as well as MS office formats in soft copy. Report should include the work plan in Microsoft Project (MSP) or equivalent software.

37.0 Completion Certificate

- i. The Contract shall not be considered as completed until a completion Certificate shall have been signed by the Engineer-in-Charge stating that the Works have been completed and maintained to his satisfaction. The completion Certificate shall be given by the Engineer-in-Charge within twenty eight days after the expiration of the Period of completion, or, if different periods of completion shall become applicable to different sections or parts of the Works, the expiration of the latest such period, or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer-in-Charge and full effect shall be given to this Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the WAPCOS. Provided always that the issue of the completion Certificate shall not be a condition precedent to payment to the Agency of the Security Deposit in accordance with the conditions set out hereof.
- ii. Cessation of WAPCOS's Liability
The WAPCOS shall not be liable to the Contractor for any matter or thing arising out of or in connection with Contract or execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the completion Certificate under this Clause.
- iii. Unfulfilled Obligations

Notwithstanding the issue of completion Certificate, the Contractor and, subject to sub Clause (ii) of this Clause, the WAPCOS shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the completion Certificate which remains unperformed at the time such Certificate is issued and, for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

38.0 Confidentiality

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

The Agency shall not publish/ use the content of the report/ document in fully or partially prepared under this contract without seeking the permission of WAPCOS. The Agency shall not claim the experience of the Assignment for Business purposes without seeking the permission of WAPCOS in writing during the period of the Assignment.

39.0 Responsibility for Accuracy of Project Documents:

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

40.0 Accidents or Injury to Workmen

- WAPCOS shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Agency or any sub-Agency. The Agency shall indemnify and keep indemnified WAPCOS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- On the occurrence of accident arising out of the Works which result in death, or which is so serious as to be likely to result in death, the Agency shall, within twenty four hours of such accident, report in writing to the Engineer-in-Charge and other statutory bodies of the Government the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the Works involving injuries to persons or damage to property other than that of the Agency shall be promptly reported to the Engineer-in-Charge and other statutory bodies of the Government stating clearly and in sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the Agency shall indemnify WAPCOS against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by WAPCOS as a consequence of failure to give notice or failure to conform to the provisions of any Act in regard to such accidents.

41.0 Insurances

- A. The Agency shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Agency, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Agency shall have insured against the liability in respect of such persons in such manner that WAPCOS is indemnified under the policy, but the Agency shall require such sub- Agency to produce to the

Engineer-in-Charge or the Engineer-in-Charge's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

- B. The Agency shall take out the following insurances in the name of WAPCOS limited & client if required by the client:
- 1) Professional liability insurance, with a minimum coverage of 100% of contract value:
 - 2) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];
 - 3) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];
 - 4) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
 - 5) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

42.0 Other General conditions of contract

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

agency, the same shall be recovered from the Agency.

- 14) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 15) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract.
- 16) The bidder may be allocated work for one region or both regions depending upon the discretion of WAPCOS based on competitiveness of the Bid submitted.

SECTION III

FORMS

LETTER OF TRANSMITTAL
(on Bidder Original Letter Head)

To
Additional Chief Engineer
INFS-1 Division, WAPCOS Limited,
Gurgaon

Sub: Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan

NIT No: -

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: _____ as per your advertisement.
- ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-A
FINANCIAL INFORMATION

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

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

Years	Gross Annual turnover	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note: (i) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-2023 duly certified by Chartered Accountant should be attached.

FORM - B

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

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

NOTE:

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2) Certificate from client for the above information should be attached with the offer.

Assignment/ Project Details

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

FORM - C STRUCTURE & ORGANISATION

No.	Particulars	Details Submitted by Bidder
1.	Name of the bidder	
2.	Registered office Address	
3.	Contact Details, Telephone, Email address	
4.	Year of Establishment	
5.	Office Address with Contact Details, Telephone, Email address	
6.	Nature of Company Proprietorship/ Partnership/ Private Ltd./ Limited etc.	
7.	Name of the Director /Partners /Proprietor	
8.	Firm turn over for last 5 years i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023	
9.	Firm net worth for last 5 years i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023	
10.	Details of Authorized Signatory & Address of Communication Name: Designation: Email id: Mobile Number & Office No.: Address:-	
11.	Has the bidder, or any constituent partner in case of Partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
12.	Any other information considered necessary but not Included in above.	
13.	NSIC & MSME Registration Details	
14.	Copy of PAN Card	
15.	Copy of GSTIN Registration Certificate	

Signature of Bidder(s)

FORM-D

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

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

Name of Work: Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan

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

To

Additional Chief Engineer
INFS-1 Division, WAPCOS Limited,
Gurgaon

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

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

FORM-E
FORMAT FOR UNDERSTANDING THE PROJECT SITE

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

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

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

Description of Approach, Methodology for Performing the Assignment/Job

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

1. Understanding of the Assignment and scope of the work
2. Approach, Methodology for performing the assignment, equipment's & Team Deployment Plan, Strategy to work within Time Bound Period.
3. WorkPlan

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

To
Additional Chief Engineer
INFS-1 Division, WAPCOS Limited,
Gurgaon

Subject: No Deviation Certificate for “Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan”

Dear Sir,

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

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-G
FORMAT FOR INTEGRITY PACT
[To be submitted on Bidder's Original Letter Head]

To,
WAPCOS Limited
76-C, Sector-18,
Gurugram – 122015, Haryana

Sub: Integrity Pact for “Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan”

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

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

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

Yours faithfully,

(Signature, name and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

*ENCLOSURE-1***INTEGRITY AGREEMENT****[To be submitted on Stamp paper of At least Rs.100 or on Bidder's Original Letter Head]**

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

PREAMBLE

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

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

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

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

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Agency(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in attender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Agency(s) will not directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the Bidder(s) / Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the agency shall have powers to disqualify the Bidder(s) / Agency(s) from the Tender process or

terminate/determine the Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Agency.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.

- (3) If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

... (For and on behalf of
Bidder/Agency) WITNESSES:

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

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

Place:

Dated :

FORM-H

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To

Additional Chief Engineer

INFS-1 Division, WAPCOS Limited,

Gurgaon

Subject: Litigation History, Liquidated Damages, Disqualification for “Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan”

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

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

LITIGATION HISTORTY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2023 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

3. Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer.

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No
ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No
ii) (If yes, give details, including present status:
- e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre- Qualification of bidder will be summarily rejected.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM I**DETAILS OF TECHNICAL PERONNEL PROPOSED WITH BIO-DATA***

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

* **Bio-Data to be provided as per following format.**

FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

1.	Proposed Position:				
2.	Name of Firm				
	Name of Staff:				
3.	Date of Birth:				
4.	Nationality:				
5.	Education:	<i>(Degree, Specialization, Name of College/ University, Year of Pass out)</i>			
6.	Membership of Professional Associations:				
7.	Other Training:				
8.	Countries of Work Experience:	India			
9..	Languages	Languages	Speak	Read	Write
10.	Employment Record:				
Sr. No.	Date		Employer	Position Held	
	From	To			
11.	Detailed Tasks Assigned				
16. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned					
	Name of project	:			
	Year (From-To)	:			
	Client	:			
	Main project features	:			
	Position Held	:			
	Activities performed	:			
	Name of project	:			
	Year (From-To)	:			
	Client	:			
	Main project features	:			
	Position Held	:			
	Activities performed	:			
13. Certification:					
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged</p>					
<p>Name of Key Personnel : _____</p>					
<p>Name of Authorized representative of Firm : _____</p>					
<p>[Signature of staff member or authorized representative of the staff]</p>					
<p>Date:</p>					
<p>Place: _____</p>					
<p>firm _____ Seal of the</p>					

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

To
Additional Chief Engineer
INFS-1 Division, WAPCOS Limited,
Gurgaon

Name of the work: **Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan”**

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

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

(Signature)

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

Note:

- 1. Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.**
- 2. The date of certificate shall not be older than initial date of publication of tender.**

SECTION IV

ANNEXURES

Annexure - I

To
Additional Chief Engineer
INFS-1 Division, WAPCOS Limited,
Gurgaon

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s..... having its Registered/Head Office at.....
(hereinafter called the 'Bidder') wish to participate in the said Bid or.....
and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for
an amount of..... valid uptoon behalf of Bidder in lieu of
the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said
Bid.
2. We, the Bank at (local
address) having our Head office at guarantee and undertake to
pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the
amount..... of
(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by
said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service
Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only
upon service of a written claim or demand by you on or before

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

WITNESS

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

ANNEXURE II
FORM OF PERFORMANCE GUARANTEE

Additional Chief Engineer**INFS-1 Division, WAPCOS Limited,****Gurgaon**

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

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

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

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

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

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the

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

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

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

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

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed R s . ____ (Rupees only);
- ii) This bank guarantee shall be valid upto _____; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (**indicate a date twelve month after validity of Guarantee**)

Dated this _____ day of _____ at _____.

LIST OF SCHEMES

SN	Division	Name of Scheme	Balance Project Cost (In INR)
1	Rural District Division Udaipur	Village- Jogiwad, Kotra	14,47,48,050.23
2	Pratapgarh	Village of Block Dhariyawad Package -B	12,62,82,865.22
3	Pratapgarh	Village of Block Dhariyawad Package -C	9,94,26,586.25
4	Salumber	Village Bharev, GP Bharev, Block Lasadiya, Salumber	6,50,19,560.71
5	Rural District Division Udaipur	Village Bikhai, GP Kanuwara, Block Rishabdev	3,01,22,855.01
6	Rural District Division Udaipur	Village Garaja, GP & Block- Kherwara	1,81,47,781.09
7	Rural District Division Udaipur	Village Athamna Kotra, GP Kikawat Block- Rishabdev	1,66,32,184.75
8	Rajsamand	RWSS Usar Chaptelon Ki Bhagal	2,22,68,849.26
9	Rajsamand	RWSS Badgaon Khedaliya	3,92,43,960.96
10	Rajsamand	RWSS Peepana Delwariya	3,58,45,549.08
11	Rajsamand	RWSS Gamari-Melawri	2,88,98,910.28
12	Rajsamand	RWSS Sameecha Devi ka Was	3,81,35,225.54
13	Rajsamand	RWSS Bhainsa Kamed Udarwas Block-Khamnor	5,83,45,495.00
14	Salumber	Village Upla Fala Sadakari GP Upla Fala Sadakari Block- Semari Dist. Salumber under JJM With one Year DLP	6,62,84,560.00
15	Salumber	Village Dhanka Wada Kagna Fala GP- Dhanka Wada, Block- Semari, Dist. Salumber	5,50,10,619.06
16	Rural District Division Udaipur	30 Village Block Rishabdev	96,23,00,000.00
17	Rural District Division Udaipur	Village GP Katev Block Rishabhdev	3,40,99,190.03
18	Rural District Division Udaipur	Village- Nichli GP- Katev Block Rishabhdev	1,44,46,833.51
19	Rural District Division Udaipur	Village- Ora GP- Baran Block Rishabhdev	1,12,36,792.64
20	Rural District Division Udaipur	Village- Bobla Fala GP- Mandava Fala Block Rishabhdev	1,50,22,834.75
21	Rural District Division Udaipur	Village- Aabankand GP- Mandava Fala Block Rishabhdev	1,09,30,450.47
22	Rural District Division Udaipur	Village- Bhuja GP- Kanuwada, Block Rishabhdev	1,34,85,908.91
23	Rural District Division Udaipur	Village- Nala Pipla GP- Nala Pipla, Block Rishabhdev	1,57,72,444.07
24	Rural District Division Udaipur	RWSS-Bharda, Panchayat- Bharda, Block Rishabhdeo	87,41,000.00

25	Rural District Division Udaipur	RWSS-Heeka, Panchayat- Block Kherwara	15,83,000.00
26	Rural District Division Udaipur	RWSS-Badli Phala-Bhanadra, Panchayat-Mandva Phala Kagar, Block-Rishabhdeo	71,00,000.00
27	Rural District Division Udaipur	RWSS Ghogharawra, Panchayat Bhakkti, block-Kherwara	69,88,000.00
28	Rural District Division Udaipur	Village Magara GP & Block Kherwara	1,95,28,000.00
29	Rural District Division Udaipur	Village Gurha GP, Block Nayagaon	2,09,75,000.00
30	Rural District Division Udaipur	Village Vikasnagar, PS Sarali Block Kherwara	88,31,000.00
31	Rural District Division Udaipur	Village Katawas Khurd GP Kanpur Block Nayagaon	1,66,14,000.00
32	Rural District Division Udaipur	Village Mahuwal Magra GP Magra Block Nayagaon	2,22,79,000.00
33	Rural District Division Udaipur	Village Aadaghara GP Demari Village Aadahara Block Nayagaon	1,51,11,000.00
34	Rural District Division Udaipur	Village Harshawara GP Harshawara	1,28,25,000.00
35	Rural District Division Udaipur	Village Lacchasmanpura GP Mahuwal Block Nayagaon	1,25,06,000.00
36	Rural District Division Udaipur	Village Kharadiwala GP Pahara Block Nayagaon	2,71,06,000.00
37	Rural District Division Udaipur	Village Rethada GP Patiya Block Nayagaon	1,55,14,000.00
38	Rural District Division Udaipur	Village Maliphala GP Maliphala Block Nayagaon	1,67,98,000.00
39	Rural District Division Udaipur	Village Chitaura GP Chitaura Block Nayagaon	2,62,14,000.00
40	Rural District Division Udaipur	Village Thana, Kharadiwala GP Thana Block Nayagaon	3,41,40,000.00
41	Rural District Division Udaipur	RWSS- Namely Kagdar, Bhatiya ajlaniya, Mandwa Fala, kanuwara, Panchayat-Mandwa Fala, Block-J Rishabdev	15,42,44,000.00
42	Rural District Division Udaipur	Village Sukhapada GP Mali Fala Block Nayagaon	1,98,62,615.26
Total			2,36,86,67,122.08

Note: The Project cost is Tentative which can be change during the execution by the Principal Client. The Employers reserves the right to delete/ substitute any number schemes from the list as per requirement of Principal Client. No change in the quoted percentage shall be acceptable on account of this.

SECTION – V FINANCIAL BID

ANNEXURE – A

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

To,

Additional Chief Engineer

INFS-1 Division,

WAPCOS Limited

76-C, Institutional Area, Sector – 18, Gurgaon

Email: iwrn@wapcos.co.in,

Contact No. +91-124-2399225

Subject: - Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan

Reference: _____(NIT Number)

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

I/We the undersigned, declare that the price Quoted Online in BoQ will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any Bid you may receive. Signed this ____day
_____2024

Signature and seal of bidder or Authorized representative

Name of firm :

Address of firm :

Telephone No :

Fax No. :

E-mail

ANNEXURE– B

(On Letter Head of Bidder- (To be uploaded in **Financial Breakup** on GEM Portal only)
BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE

Notice No: _____ dated.....

Name of the Bidder: _____

S. NO.	Name of Scheme	Estimated Project cost including GST	Quoted Fees including GST (in %)	Quoted Total Price including GST (in Rs.)
(1)	(2)	(3)	(4)	3x4=(5)
1	Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for the works Salumber Division, Rajsamand Division, Pratapgarh Division, Division Rural District Udaipur, Chittorgarh, Amet, Nimbahera and Begun (Package-5) in Udaipur Region, Rajasthan	INR 236.87 Crores		

Note:

- A) Quoted price shall be inclusive of all levies and taxes and **inclusive of GST** which will be paid as applicable.
- B) The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor/agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.
- C) The Project cost is based on the Tentative List of Schemes given in the tender which can be change during the execution by the Principal Client. The Employers reserves the right to delete/ substitute any number schemes from the list as per requirement of Principal Client. No change in the quoted percentage shall be acceptable on account of this.
- D) The Calculated Percentage based on quoted price shall remain fixed and the actual fees shall be calculated on the percentage of the Actual Cost of work awarded by the client from time to time.
- E) The cost shall include all the liabilities towards providing the services by the agency for satisfaction of Principal client/ WAPCOS.
- F) Payment will be made strictly based on the Payment schedule given in the document and on Back to Back basis after receipt of payment from Principal Client only.

Date:

Place:

**Signature of bidder
Name and Stamp**