



**355/1 KAULAGARH ROAD, OPP. STANDARD BAKERY, RAJINDER
NAGAR, DEHRADUN-248001, (UTTARAKHAND)**

TENDER DOCUMENT FOR

**APPOINTMENT OF AGENCY FOR CARRYING OUT
GEOTECHNICAL INVESTIGATION WORKS AND SOIL
ANALYSIS**

FOR

***FORMULATION OF (REHABILITATION &
RESETTLEMENT) MASTER PLAN AT PROPOSED
SITE SITUATED AT PRAG FARM, TEHSIL- KICCHA,
DIST-UDHAM SINGH NAGAR UTTRAKHAND FOR
PROJECT AFFECTED FAMILIES OF JAMRANI
DRINKING WATER MULTIPURPOSE PROJECT.***

**WAP/PROJECTS/DDN/GEOTECHNICAL/ RR JAMRANI
PLAN/2024
OCTOBER,2024**

NOTICE INVITING TENDER (NIT)

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WAP/ PROJECTS/DDN/ GEOTECHNICAL/ RR JAMRANI PLAN/2024

Date:

WAPCOS Limited is a MINI RATNA-I, Public Sector Enterprise under the aegis of Union Ministry of Jal Shakti, incorporated on June 26, 1969 under the Companies act, 1956; WAPCOS is a technology driven consultancy and EPC organization with strong global presence in the field of Water, Power and Infrastructure sectors in India and Abroad.

WAPCOS Limited (A Govt. of India Undertaking) invites “Online Electronic Tenders” from reputed, competent and experienced firms/companies/agencies (here in after referred as “Bidder”) **For Formulation Of (Rehabilitation & Resettlement) Master Plan At Proposed Site Situated At Prag Farm, Tehsil- Kiccha, Dist-Udham Singh Nagar For Project Affected Families Of Jamrani Drinking Water Multipurpose Project.** The details are following:

1.	Name of Work / Project	:	Appointment of agency for carrying out Geotechnical investigation works and soil Analysis for Formulation Of (Rehabilitation & Resettlement) Master Plan At Proposed Site Situated At Prag Farm, Tehsil- Kiccha, Dist-Udham Singh Nagar, Utrakhand For Project Affected Families Of Jamrani Drinking Water Multipurpose Project.
2.	Site / Location	:	Prag farm, tehsil- Kiccha, Dist-Udham Singh Nagar Utrakhand
3.	Website for viewing tender	:	www.wapcos.co.in and 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 of work	:	Rs. 4,95,000/-Lakhs (Inclusive of GST) (Rupees Four Lakhs Ninety Five Thousand only)
6.	Tender Processing Fees	:	Nil
7.	Earnest Money Deposit	:	Nil
8.	Tender Fees/ EMD Exemption	:	Exemption in Tender document fee & EMD for registered Micro and Small Enterprises only under MSME: The companies who are registered as Micro and Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSME.

9.	Project Completion Period	:	15 Days from the date of award of work
10.	Validity of Bid/Tender	:	150 Days from Bid Opening date
11.	Site Visit	:	Not Mandatory
12.	Pre-Bid Meeting	:	No, However, Bidder can send their queries to dehradun@wapcos.co.in before 2 days of tender submission date as mentioned in NIT.
13.	Last date & time of Procurement / download of tender Document	:	As per GeM portal (7 days from date of tender published) As per the condition of GeM, the bidder must officially procure/download the tender documents from the GeM portal https://gem.gov.in in order to bid before the date and time given for procurement.
14.	Offline Submission of Tender Fees and EMD etc. as detail in Tender for bidders.	:	Not Applicable. Project Manager, WAPCOS LIMITED 355/1 KAULAGARH ROAD, OPP. STANDARD BAKERY, RAJINDER NAGAR, DEHRADUN-248001, (UTTARAKHAND) 248001
15.	Last date & time for online submission of Technical & Financial Bid	:	As per GeM portal
16.	Online opening of Technical Bid	:	As per GeM portal
17.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders
18.	WAPCOS Communication address during Tendering and execution of works	:	Project Manager, WAPCOS LIMITED 355/1 KAULAGARH ROAD, OPP. STANDARD BAKERY, RAJINDER NAGAR, DEHRADUN-248001, (UTTARAKHAND) E-mail: dehradun@wapcos.co.in Contact No.: 9528205442
If the office of WAPCOS Limited, Dehradun 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. 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, drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website <https://gem.gov.in>.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.
- The Employer reserves the right to reject any one or all the offers submitted in response to this advertisement without assigning any reason thereof.
- 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
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid

- All information submitted in response to this Notice Inviting Tender (NIT) shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- The Bidder shall have to register with <https://gem.gov.in> to participate in e- tenders.
- The Technical evaluation will be based on the similar work experience, reputation of the firm, establishment etc. of the applicant, their financial capabilities, quality consciousness, etc. Based on the details furnished i.e. eligibility criteria, the applicant will be appointed. Decision of WAPCOS regarding selection/rejection of agency will be final and binding and no further correspondence will be entertained. The selected agency will be informed through post/ mail.
- The selected agency has to furnish security deposit as per Tender criteria. The security deposit which will remain interest free with WAPCOS for period of 12 months from the date of appointment and will not be refunded under any circumstances before expiry of this period this amount should be remitted as DD in the name of WAPCOS Limited, Dehradun
- Joint Venture / consortiums are strictly not allowed.
- Applications received after the due date and time is liable for rejections.
- In case of any dispute, decision of CMD, WAPCOS will be final and binding on both parties.
- It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

For and on behalf of WAPCOS LIMITED

**Project Manager
WAPCOS Ltd. Dehradun**

SECTION-I
INSTRUCTION TO THE BIDDER

SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

1. THE SELLERS/ AGENCY SHALL FOLLOW THE LINK FOR READING THE TRAINING MODULE FOR GEM PARTICIPATION AS FOLLOWS

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

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

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

2. ASSISTANCE TO BIDDERS

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

3. OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

The Bidder shall submit the Original Tender Document fee in the form of DD & EMD in the form of DD/FDR Offline in sealed envelope.

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)

SECTION-II
GENERAL SCOPE OF WORK FOR BIDDER

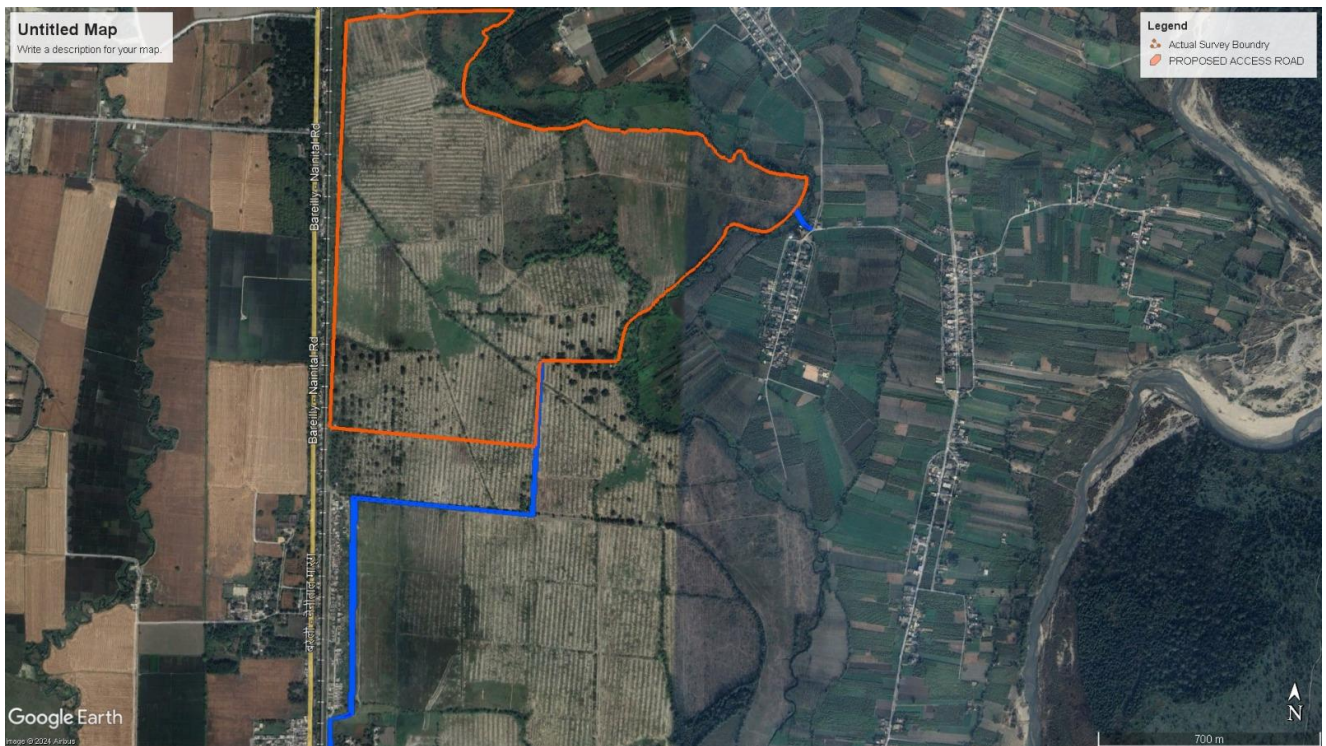
II. GENERAL SCOPE OF WORK FOR BIDDER

1. Introduction:

WAPCOS Limited is “MINI RATNA” Public sector enterprise under the agency of the Union Ministry of Water Resources, River Development & Ganga Rejuvenation, and Government of India. The company was incorporated on June 26th, 1969 under the companies Act. 1956, and has been providing consultancy services in all facets of Water Resources, Power and Infrastructure Sectors in India and Abroad.

WAPCOS has been awarded the project of formulation of (rehabilitation & resettlement) master plan at proposed site situated at prag farm, tehsil- kiccha, dist-udham singh nagar uttrakhand for project affected families of jamrani drinking water multipurpose project.

Under this project, WAPCOS intends to appoint agency for carrying out Geotechnical Investigation works for Rehabilitation & Resettlement Master plan at proposed site situated at Prag farm, tehsil- Kiccha, Dist-Udham Singh Nagar Uttarakhand. The location of site is shown in figure below:



Tentative location of boreholes marked on Survey drawing is attached as Annexure I.

2. Scope of work for Survey works:

Detailed Geotechnical investigation as per following specifications and recommendations regarding SBC, type and depth of foundation to be adopted in design. The depth of the bore shall be as given in list for all bore holes until unless refusal encountered due to rock and further drilling is not possible. The following works shall be carried out.

S. No.	Particular
1	<p>Soil investigation by boring 150mm dia bore hole by rotary drilling in all type of soil/weathered strata except rock up to a depth of 10.0m, conducting standard penetration tests at regular intervals of 1.5m / change in strata and collection of disturbed/undisturbed soil samples.</p> <p>Recording ground water table if observed.</p> <p>Conducting necessary laboratory tests as per IS:2720, Test on soil samples on each strata along the depth:</p> <p>Natural moisture content & Density, Grain size analysis, Specific gravity, Atterberg limits, Free swell index, Shear tests by direct shear / tri-axial, Unconfined compression test & consolidation test (on cohesive soil), permeability test</p>
2	<p>Drilling beyond refusal strata (N>100)/soft rock, using Nx size TC/DC bit (if required and with prior confirmation)</p> <p>Drilling in hard rock/boulders, using Nx size DC bit (if required and with prior confirmation)</p>
3	<p>In addition to above test following should be taken care:</p> <ul style="list-style-type: none"> • Grain size analysis, identification and classification of soil • Unit weight (bulk density), natural, moisture content, liquid limit plastic limit, shrinkage limit, plasticity index, specific gravity. • Dry density, degree of saturation of soil • Differential free swell (%) & Swelling pressure if expensive soil is encountered. • Shear parameters (C-Phi Analysis) • Consolidation test & Permeability test. • Chemical analysis of soil. • Chemical analysis of ground water (water to be obtained from bottom of bore hole). • Depth of water table below ground level. • Loose soil/filled up soil, if any and its depth. • Undisturbed soil sample shall be collected at 1.5 M interval and at change of strata • SPT test shall be done at 1.5 M interval. • Crushing strength, degree of weathering (CR value) and RQD of rock sample. • As per IS 1892 clause 3.6.5.3 drilling for 3.0 M depth inside the rock is essential to ensure that boulders or layers of cemented soil are not mistaken for rock. • If pile foundations are required than depth of pile shall be mentions and pile capacity in compression, uplift & lateral load shall be given for 300, 400, 450, 500, dia for under reamed pile & for 450,500,550,600 MM dia piles. • Borehole position duly marked on plan & their distance from adjacent prominent reference point. • Photographs taken during soil investigation duly sign by soil Consultant shall be enclosed with soil report. • Preparation and submission of soil investigation report in five (05) bound copies.

S. No.	Particular
4	CBR Test for ascertaining the required data for road construction. Following parameters must be tested at every 500 mt of road length as per layout before constructing the roads. Maximum Dry Density, g/cc as per IS:2720 (Part-VIII):1980 RA:2020 Optimum Moisture Content, % as per IS: 2720 (Part-VIII):1980 RA:2020 C.B.R. Vlaue (Unsoaked), % as per IS: 2720 (Part-XVI):1987 RA:2021 Liquid Limit, % as per IS: 2720 (Part-V):1985 RA:2020 Plastic Limit, % as per IS: 2720 (Part-V):1985 RA:2020 Plasticity Index, % as IS: 2720 (Part-V):1985 RA:2020
5	Soil Test for Irrigation purpose: Physical Tests: Most of the following can be covered in above mentioned soil investigation. <ul style="list-style-type: none"> • Soil Texture Analysis (Mechanical Analysis). • Saturation Moisture Percentage (Water Holding Capacity). • Hydraulic Conductivity of Soil. • Soil Moisture Content. • Bulk Density. Chemical Tests: <ul style="list-style-type: none"> • Soil Reaction (pH Test). • Electric Conductivity (EC) • Determination of NPK (Nitrogen, Phosphorus & Potassium). • Determination of Calcium Carbonate (CaCo3). • Organic Matter Content or Organic Carbon. • Cation Exchange Capacity (CEC). Soil Test for Irrigation purpose: <ul style="list-style-type: none"> • (pH Test). • Electric Conductivity (EC) • Determination of Carbonates & Bicarbonates • Determination of Calcium • Determination of Sodium • Determination of Magnesium • Determination of Chloride

Complete survey/investigation data, drawings and report are copyright of WAPCOS and thus these data / documents should not be shared to any other party except WAPCOS without any consent of WAPCOS. Extract of relevant parts of the references/literature used in firming up the results shall be appended in the report.

3. Mobilization and Demobilization of equipment & Personnel

Mobilization & demobilization of equipment/tools & tackles and personnel to the project study area is at bidder's own cost and no separate payment shall be paid for mobilization & demobilization. Cost for this activity shall be built in quoted rates of different items.

4. Report/ Deliverables

Output shall be submitted upon completion of all investigation works in a draft form to WAPCOS for review/comments. Comments if any, on the same shall be duly incorporated in the final output. As per Instruction of Engineer In charges.

5. No. of Copies

4 sets of hard copy & 1 CD/pen drive for each work shall be submitted by the bidder.

6. Period of Completion

The Total duration for work is 15 (Fifteen) days to be reckoned from 3 days from the issue of Letter of Award/Award of work/Instruction of Engineer-In-Charge.

7. Security Deposit

An amount equivalent to 2.5% (Two Point Five percent) of the total amount payable to the bidder shall be deducted progressively from each bill towards the security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after satisfactory completion of the project in all respect and obtaining of completion certificate from the client department authority, if required.

8. Performance Security

Within 10 (ten) days of the receipt of the notification of award from WAPCOS, but not later than the date of the signing of the Agreement, the successful bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee/Demand Draft/FDR valid up to 365 days in addition to the duration of the work for an amount equivalent to 3% (Three Percent) of the accepted contract price.

The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), as per details given below:

Indian Overseas Bank NHB,

Gurgaon Branch Code: 1935

IFSC code: IOBA0001935

Beneficiary: WAPCOS Limited

This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.

9. Release of Performance Security

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

10. Variation

It may be noted that quantities of work given in the schedule has been estimated. There could be addition/deletion of quantities to be executed as and when required during the execution of the works and site conditions.

11. Phasing of Payment

1.	Completion of all field related activities and submission of reports readable or as desired by WAPCOS (in soft & Hard copy)	70% of the corresponding contract value of the work executed.
2.	Approval of Final Reports by Client/ WAPCOS.	30% of the corresponding contract value of the work executed.

12. Terms of Payment

All the payments will be made on the basis of actual quantity of work executed and as per the unit rate quoted in the price bid after receipt of original tax invoices along with relevant documents from the date of certification by the Engineer-In-Charge and will be made on back-to-back basis i.e. on receipt of corresponding payment from our principal employer/client. No extra amount will be paid over and above the executed work. GST payment will be made on submission of proof/ challan. WAPCOS Limited will not pay any amount as advance to the selected bidder.

The payment shall be made in Indian Rupees only. The Whole of the quantity mentioned may not be executed as per the requirement of the projects. No additional payment will be allowed above the rates quoted on any account.

13. Back-to-Back Payment

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

14. Programme

The Contractor/Bidder shall furnish full particular of his programme of field/ home office activity proposed for timely execution of the contract, within Three days of the Letter of Award. Programme should cover intermitted milestones and list of submittals corresponding to each milestone for approval.

Contractors Superintendence and Obligations

The Contractor/Bidder shall intimate the employer within 3 (three) days, the name of the authorized person with contact number, 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 the survey 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

15. Income Tax

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

16. 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.

(i) Insurance against Accident to Workmen

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.

17. Liquidated Damages for Delay

The Liquidated damages penalty will be charged for all delays due to the fault of the Agency at the rate of 1.00 % of contract value per week or part thereof beyond the stipulated period of completion including authorized extensions if any, subject to maximum of 10% of the contract value.

18. Arbitration

In the event of any question, dispute or difference arising out of or in connection with the WORK under this agreement, whether during the progress of the work or after its completion, abandonment or breach of Contract, the parties agree to promptly negotiate a reasonable settlement thereof amicably. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the matter shall be referred for

Arbitration, for which purpose the CMD, WAPCOS shall be the sole Arbitrator, whose decision shall be final and binding on both the parties.

Any dispute, controversy or claims arising out of or relating to the work 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-Agency 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. Shortfall Documents

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

and tender/bid processing fee. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted they will not be considered by WAPCOS.

Corrections of Errors in Bids

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

20. 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. P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

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

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

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

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

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

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

21. Provision as per Rule 144(xi) of GFR

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

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

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

22. Abstract of Quantities

Sr. No.	Particulars	Unit	Approx. Quantity	Unit Rate	Amount
1	<p>Soil investigation by boring 150mm dia bore hole by rotary drilling in all type of soil/weathered strata except rock up to a depth of 10.0m, conducting standard penetration tests at regular intervals of 1.5m / change in strata and collection of disturbed/undisturbed soil samples.</p> <p>Recording ground water table if observed.</p> <p>Conducting necessary laboratory tests as per IS:2720, Test on soil samples on each strata along the depth:</p> <p>Natural moisture content & Density, Grain size analysis, Specific gravity, Atterberg limits, Free swell index, Shear tests by direct shear / tri-axial, Unconfined compression test & consolidation test (on cohesive soil), permeability test, etc. All parameters as per S. No. 1, 2 & 3 of Table under clause 2 of Section -II</p>				
1.1	In Soft Soil	m	50		
1.2	In Medium soil/ fractured Rock	m	20		
1.3	In Hard Rock	m	20		
3	<p>CBR Test for ascertaining the required data for road construction. Following parameters must be tested.</p> <p>Maximum Dry Density, g/cc as per IS:2720 (Part-VIII):1980 RA:2020</p> <p>Optimum Moisture Content, % as per IS: 2720 (Part-VIII):1980 RA:2020</p> <p>C.B.R. Value (Unsoaked), % as per IS: 2720 (Part-XVI):1987 RA:2021</p> <p>Liquid Limit, % as per IS: 2720 (Part-V):1985 RA:2020</p> <p>Plastic Limit, % as per IS: 2720 (Part-V):1985 RA:2020</p> <p>Plasticity Index, % as IS: 2720 (Part-V):1985 RA:2020</p>	per test	15		

4	<p>Soil Test for Irrigation purpose including the following:</p> <ul style="list-style-type: none"> • Soil Texture Analysis (Mechanical Analysis). • Saturation Moisture Percentage (Water Holding Capacity). • Hydraulic Conductivity of Soil. • Soil Moisture Content. • Bulk Density. <p>Chemical Tests:</p> <ul style="list-style-type: none"> • Soil Reaction (pH Test). • Electric Conductivity (EC) • Determination of NPK (Nitrogen, Phosphorus & Potassium). • Determination of Calcium Carbonate (CaCo3). • Organic Matter Content or Organic Carbon. • Cation Exchange Capacity (CEC). <p>Soil Test for Irrigation purpose:</p> <ul style="list-style-type: none"> • (pH Test). • Electric Conductivity (EC) • Determination of Carbonates & Bicarbonates • Determination of Calcium • Determination of Sodium • Determination of Magnesium • Determination of Chloride <p>Location of sample collection for these test will be provided by Engineer-in-charge</p>	LS	01		
Total					

Note: -

- a. The quoted rate shall be inclusive of all taxes except GST as applicable and shall be paid extra.
- b. Visit charges, transportation charges, DA, out of pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visit places and work site till the scope of work is completed. All the above charges shall deemed to be considered in the fee quoted under the price bid.
- c. The Rates are including cost of tools, equipment's, mobilization, demobilization, pontoon, machinery etc. at any places of Utrakhand.
- d. The above mentioned quantities are for estimation. The Quantity may vary as per site condition & requirements. No change of rate will be allowed for any variation. Payment will be made on actual basis.
- e. WAPCOS Limited will not pay any amount as advance to the selected bidder.
- f. No additional payment will be allowed above the rates quoted on any account.
- g. Payment shall be made to the agency on receipt of the payment from the client (Back-to-Back basis)

General conditions of contract

- 1) 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 labor's engaged by contractor. Contractor will pay all compensations etc. including accident compensations due to his labours.
- 5) Implements / materials required for the work shall be provided by Agency. Existing property/materials shall not be used by the contractor.
- 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) Agency to quote the rates including all material, labour, transportation, entry charges, loading, unloading and any other taxes & levies except GST which will be reimbursed at actuals. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed.
- 8) 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.
- 9) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 10) 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.
- 11) In tender, only item rate quoted shall be considered. Any tender containing the percentage below/above the rates quoted is liable to be rejected.
- 12) All bidders must write the rates against each Bill of Quantity (BOQ) items very clearly & neatly. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case rate for any BOQ item is not entered, then the Quotation will be considered as incomplete and liable to be rejected at the discretion of WAPCOS.

Section-III
SELECTION AND QUALIFYING CRITERIA

1. QUALIFYING CRITERIA: (ONLINE TECHNICAL BID SUBMISSION)

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

The Technical bid shall be uploaded with colored scanned copies of following documents from Sr. No. 1 to 16. All the documents must be Serial wise as stated below along with checklist;

Format of Checklist
(To be submitted along with the Technical Bid)
(Please Check the Box)

No.	Particular of Document	Yes/ No	Page No.
1	Original Authorization Letter to sign the Tender or Power of attorney		
2	Not Applicable Scanned copy of Tender Fee Scanned copy (DD) & EMD of amount as mentioned in NIT. Exemption in Tender document fee & EMD for registered Micro and Small Enterprises only under MSME: The companies who are registered as Micro and Small Enterprises under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of Work) are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid MSME		
3	Letter of Transmittal on bidder letter head to submit Technical Bid (Form-A)		
4	The average annual Turnover of the agency shall be not less than Rupees 10,00,000 in the last three financial years ending on the financial year 2023-24. The Bidder should not have incurred any loss in more than 2 years in last five financial years ending on 2023-24. Attested by the independent Chartered Accountant. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate (i.e Turnover/profit/loss certificate/form) must carry the UDIN (Unique Document Identification Number). Bidder shall attach the Balance sheets of Last 5 years duly certified by CA for the last Five Years. (Form –B)		
5	Solvency Certificate: The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker. (i.e. the solvency certificate must have been issued after the date of publication of NIT & before last date of submission OR between and be addressed to the tendering authority quoting the name of the work) Attach Solvency Certificate of Rs. 2,00,000 lakhs (Rupees Two Lakhs Only) from a Nationalized Bank/Scheduled Bank. (Form-E) The scanned copy of solvency certificate should also be uploaded along with bid on GeM by the bidder. Without valid solvency certificate, the bid shall be rejected by WAPCOS.		
6	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-C)		
7	Copy of PAN Number		

No.	Particular of Document	Yes/ No	Page No.
8	Copy of GSTIN No. Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.		
9	Copy of Bank Account Number/ Cancel cheque		
10	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.		
11	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.		
12	<p>The bidder should also have satisfactorily completed the similar type & nature of works with Govt. department/semi- Govt. department or with State Govt. department or with other PSU/Private companies as mentioned below during the last seven years ending year 2022-23.</p> <p>(Form-D)</p> <p>Eligibility Criteria:</p> <ul style="list-style-type: none"> • Three similar* completed works costing not less than Rs. 2,00,000/- during last 5 years. <li style="text-align: center;">or • Two similar* completed works costing not less than Rs. 2,50,000/- during last 5 years. <li style="text-align: center;">or • One similar* completed work costing not less than Rs. 4,00,000/- during last 5 years <p>“Similar work” refers to the scope of work (i.e. Geotechnical Investigation works) as mention in this tender documents.</p> <p>The bidder has to submit work completion certificate for the completed work. In case of Pvt. Companies, Form 26AS is to be submitted for claiming experience.</p>		
13	List of equipment available along with their specification and present deployment and make		
14	Undertaking regarding Blacklisting/Non-Debarment (Form-F) .		
15	Undertaking to be furnished on Company Letter Head with regard to Rule 144 (Xi) in the General Financial Rules (GFRs), 2017. The format of undertaking is as per (Form-G) .		

No information relating to financial terms of services should be included in the Technical Bid Submission. 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 or work, it may be rejected. At any point of time, If WAPCOS finds out that any detail or information submitted by the Bidder is false or wrong, then bidder would not be allowed to work further.

2. OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline also.

- 1) Hard copy submission is required for Solvency certificate.**
- 2) WAPCOS shall open the Technical Proposal as indicated in the advertisement. Financial Bids of successfully qualified bidders shall be opened as per NIT.

NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in Notice Inviting Tender (NIT) as per date & time mentioned in NIT otherwise bids are liable to be rejected.

BID EVALUATION:

- From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact WAPCOS on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the WAPCOS in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.
- The evaluation committee shall evaluate the Technical proposals (Bids) based on their responsiveness to the qualifying criteria, sub criteria etc. or as specified in Section-III of Notice Inviting Tender (NIT). The proposal shall be rejected at this stage if it does not meet the minimum qualifying criteria.
- After Completion of the Technical Evaluation, WAPCOS shall inform the bidders who qualified technically in the submitted technical proposal, and shall notify those bidders whose proposals did not meet the minimum qualifying criteria through GeM and were considered non-responsive to the assignment, and their financial proposals along with submitted EMD will returned at the address mentioned by the bidders after completion of the Tendering process.
- Financial Bid of the successful qualified bidders shall be opened in the presence of the Bidders representatives who choose to attend. The Technically Qualified Agency who has quoted the least cost (L-1) shall be selected for award of work. (Preference to Micro and Small Enterprises (MSEs) will be given as per Public Procurement Policy for MSEs)

Section-IV
FORMS

FORM 'A'

LETTER OF TRANSMITTAL (TECHNICAL BID)

No.
Date:

From:
[Name & Address of the Bidder]

To

Project Manager,
WAPCOS LIMITED 355/1
KAULAGARH ROAD, OPP.
STANDARD BAKERY, RAJINDER
NAGAR, DEHRADUN-248001,
(UTTARAKHAND)

Subject: Submission of Application for _____ (Mention Name of the work)

Reference: NIT Number and Date of Publishing NIT

Sir,

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

1. I/We hereby certify that I / we have read the entire terms and conditions of the NIT and I / we shall abide by the terms / conditions / clauses contained therein.
2. I/We hereby unconditionally accept the conditions of above-mentioned NIT document(s) in its totality/entirety.
3. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
4. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
5. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

Seal of bidder
Name & Signature(s) of Bidder(s) Representative

FORM 'B'
FINANCIAL INFORMATION

S. No	Years	Annual turnover (in Lacs)	Annual Average Turnover of Last Three Years in Lacs	Profit after Tax (+/-) in lacs
1	2023-2024			
2	2022-2023			
3	2021-2022			
4	2020-2021			
5	2019-2020			

Signature of Bidder(s)
(With Seal)

Note:- Attach Balance sheet of 5 Financial Years to support the above mentioned figures.

FORM "C"
STRUCTURE & ORGANISATION

No.	Particulars	Details Submitted by Bidder
1	Name & address of the bidder	
2	Telephone no./Telex no./Fax no.	
3	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
4	Names and titles of Directors & Officers with designation to be concerned with this work.	
5	Name, Designation, Email id & Mobile Number of Authorized Signatory	
6	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.	
7	Any other information considered necessary but not Included above.	
8	NSIC & MSME Registration Details	
9	Copy of PAN Card	
10	Copy of GSTIN Registration Certificate	

Name & Designation of Authorized Signatory
Signature

FORM 'D'
List of Eligible Works in last 7 Years

Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along-with LOI(s)/ W.O(s) from respective Owner (s)/ Client (s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job (s) executed during Five years.

Please include maximum 5 eligible Similar projects (Having atleast similar investigation Works).

S. No	Name of Work	Name of Client	Completion Year	Value of Work (in lacs)
1				
2				
3				
4				
5				

Name & Designation of Authorized Signatory
Signature

FORM- "E"
SOLVENCY CERTIFICATE

Date:

To,

Project Manager,
WAPCOS LIMITED 355/1 KAULAGARH
ROAD, OPP. STANDARD BAKERY,
RAJINDER NAGAR, DEHRADUN-248001,
(UTTARAKHAND)

Name of Work: - _____

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

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature with POA No.)
For the Bank

NOTE:

1. Banker's certificates should be on letter head of the Bank addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM- "F"

UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT

Name of work:

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

To,
Project Manager,
WAPCOS LIMITED 355/1 KAULAGARH
ROAD, OPP. STANDARD BAKERY,
RAJINDER NAGAR, DEHRADUN-248001,
(UTTARAKHAND)

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

For _____

Authorized Signatory

Date:

FORM- "G"

**UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO RULE 144 (xi) IN THE GENERAL FINANCIAL RULES (GFRs), 2017,
[On the letter head of the Organization]**

Name of work:

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

To,
Project Manager,
WAPCOS LIMITED 355/1 KAULAGARH
ROAD, OPP. STANDARD BAKERY,
RAJINDER NAGAR, DEHRADUN-248001,
(UTTARAKHAND)

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

For_____

Authorized Signatory

Date:

Appendix-1
CONTRACT AGREEMENT
(On Minimum Rs. 100/ Stamp Paper)

THIS AGREEMENT IS MADE on this.....day of_____2024 BETWEEN **M/s. WAPCOS Limited**, having its corporate office at **76-C, Sector-18, Gurgaon, Haryana – 122 015** represented by its _____ having his official address as _____(hereinafter referred to as the ‘WAPCOS’ or ‘Client’ or ‘Employer’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s_____having its registered office at _____ represented by _____(Name & designation of Authorized signatory) (hereinafter referred to as ‘Agency’ or ‘Contractor’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited tender vide NIT No.:_____Dated_____for “_____” (Name of Work) and the agency submitted bids in response of the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of “_____” (Name of Work) vide work order No. _____and the Contractor submitted a signed copy of the work order as a token of acceptance giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Agency for the scope of services/work specified in the NIT and work order at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. Agreement shall be valid for a period mentioned in the NIT and Work Order from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of work order and NIT.
3. The Agency agreed to abide by and fulfil all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to WAPCOS the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.
5. Contract Amount : Rs _____/- (Rupees in words) excluding/ including GST and including all other Taxes.
6. Performance Guarantee & Security Deposit : Rs. _____/- (Rupees in words), i.e. 3% of Rs. _____ (Accepted contract price) is submitted by Irrevocable Bank Guarantee/Demand Draft/FDR valid upto 365 days in addition to the duration of the work. Security Deposit shall be recovered at the rate of 2.5% of each running bill and final bill. The security deposit will be refunded after satisfactory completion of the project in all respect and obtaining of completion certificate from the client department authority, if required. The Performance /Bank guarantee/FDR should be renewed/ extended in case the work gets extended.
7. Project Completion Period : Contract-_____days (Duration of work) from the Date mentioned in the Letter of Award of Work for the said _____.
8. Billing and payment : Billing should be in the name of WAPCOS limited,

_____ (Address)" bearing the GSTIN:_____. The billing GST will be applicable as per the GST slabs. The GST charged shall be reimbursed by WAPCOS limited on submission of following documents (proof of GST paid and filing):

- 1) GSTR-1
- 2) GSTR-3
- 3) GST Challan.

Each RA bill should be enclosed with certified measurement sheets in measurement book (MB) duly certified by Engineer in Charge and the requisite test reports from reputed and accredited institutes as per the relevant standards.

WAPCOS shall make the payment on back to back basis of bills only after receipt of the payment from Client in following Bank Account:

Name:

Account No.:

IFSC Code:

Bank:

9. Delay in completion : The Liquidated damages penalty will be charged for all delays due to the fault of the Agency at the rate of 1.00 % of contract value per week or part thereof beyond the stipulated period of completion including authorized extensions if any, subject to maximum of 10% of the contract value.
11. Statutory Regulations : The Contractor is abide to follow all the prevailing statutory regulations with respect to the execution of work, safety, labour welfare, insurances etc. without any additional burden to WAPCOS

All other terms & conditions as mentioned in NIT document, Corrigendum / Addendum & other listed below documents shall also form part of the agreement:

1. Notice Inviting Tender (NIT) Document, Corrigendum / Addendum
2. Agency's Technical & Financial Bid Documents.
3. Work Order and its annexure
4. Copy of Performance Security.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Gandhinagar.

For M/s _____

For **WAPCOS Limited**

Signature of the Agency
(with the seal of company and address)

Signature of the Employer
(with the seal of company and address)

In the presence of witness:

- 1.
- 2.

In the presence of witness:

- 1.
- 2.

Section-V
GENERAL CONDITIONS OF CONTRACT

CORRUPT AND FRAUDULENT PRACTICES POLICY

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

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

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

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

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

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

a) Corruption of a public officer means:

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

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

any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
any other person who performs a public function, including for a State institution or a State- owned company, or who provides a public service;

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

c) Corruption of a private person means:

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

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

e) Anti-competitive practices mean:

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

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

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

FINANCIAL BID

Form of Quotation

To,
Project Manager,
WAPCOS LIMITED 355/1 KAULAGARH ROAD,
OPP. STANDARD BAKERY, RAJINDER NAGAR,
DEHRADUN-248001, (UTTARAKHAND)

Sub: Appointment of agency for carrying out Geotechnical investigation works for formulation of (rehabilitation & resettlement) master plan at proposed site situated at Prag farm, tehsil- Kiccha, Dist-Udham Singh Nagar, Uttarakhand for project affected families of Jamrani Drinking Water Multipurpose Project-reg.

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the Geotechnical Investigation works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and condition as specified in the document.

Total price for Geotechnical Investigation works for Master Plan of Rehabilitation and Resettlement Colony at Prag Farm for affected Families of Jamrani Project Rupees_____ (Amount in Words and Figures) excluding GST.

This price will remain valid for 60 (Sixty) 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 quotation 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 :

PRICE SCHEDULE
(To be filled in BoQ and Uploaded online Only)

Sr. No.	Particulars	Unit	Approx. Quantity	Unit Rate	Amount
1	<p>Soil investigation by boring 150mm dia bore hole by rotary drilling in all type of soil/weathered strata except rock up to a depth of 10.0m, conducting standard penetration tests at regular intervals of 1.5m / change in strata and collection of disturbed/undisturbed soil samples.</p> <p>Recording ground water table if observed.</p> <p>Conducting necessary laboratory tests as per IS:2720, Test on soil samples on each strata along the depth:</p> <p>Natural moisture content & Density, Grain size analysis, Specific gravity, Atterberg limits, Free swell index, Shear tests by direct shear / tri-axial, Unconfined compression test & consolidation test (on cohesive soil), permeability test, etc. All parameters as per S. No. 1, 2 & 3 of Table under clause 2 of Section -II</p>				
1.1	In Soft Soil	m	50		
1.2	In Medium soil/ fractured Rock	m	20		
1.3	In Hard Rock	m	20		
3	<p>CBR Test for ascertaining the required data for road construction. Following parameters must be tested.</p> <p>Maximum Dry Density, g/cc as per IS:2720 (Part-VIII):1980 RA:2020</p> <p>Optimum Moisture Content, % as per IS: 2720 (Part-VIII):1980 RA:2020</p> <p>C.B.R. Value (Unsoaked), % as per IS: 2720 (Part-XVI):1987 RA:2021</p> <p>Liquid Limit, % as per IS: 2720 (Part-V):1985 RA:2020</p> <p>Plastic Limit, % as per IS: 2720 (Part-V):1985 RA:2020</p> <p>Plasticity Index, % as IS: 2720 (Part-V):1985 RA:2020</p>	per test	15		

4	<p>Soil Test for Irrigation purpose including the following:</p> <ul style="list-style-type: none"> • Soil Texture Analysis (Mechanical Analysis). • Saturation Moisture Percentage (Water Holding Capacity). • Hydraulic Conductivity of Soil. • Soil Moisture Content. • Bulk Density. <p>Chemical Tests:</p> <ul style="list-style-type: none"> • Soil Reaction (pH Test). • Electric Conductivity (EC) • Determination of NPK (Nitrogen, Phosphorus & Potassium). • Determination of Calcium Carbonate (CaCo3). • Organic Matter Content or Organic Carbon. • Cation Exchange Capacity (CEC). <p>Soil Test for Irrigation purpose:</p> <ul style="list-style-type: none"> • (pH Test). • Electric Conductivity (EC) • Determination of Carbonates & Bicarbonates • Determination of Calcium • Determination of Sodium • Determination of Magnesium • Determination of Chloride <p>Location of sample collection for these test will be provided by Engineer-in-charge</p>	LS	01		
Total					

Note: -

- a. The quoted rate shall be inclusive of all taxes except GST as applicable and shall be paid extra.
 - b. Visit charges, transportation charges, DA, out of pocket expenses, lodging and boarding charges or any other charges shall not be paid to any partner/ representative of the firm for visit places and work site till the scope of work is completed. All the above charges shall deemed to be considered in the fee quoted under the price bid.
 - c. The Rates are including cost of tools, equipment's, mobilization, demobilization, pontoon, machinery etc. at any places of Uttrakhand.
 - d. The above mentioned quantities are for estimation. The Quantity may vary as per site condition & requirements. No change of rate will be allowed for any variation. Payment will be made on actual basis.
 - e. WAPCOS Limited will not pay any amount as advance to the selected bidder. f.
- No additional payment will be allowed above the rates quoted on any account.
- g. Payment shall be made to the agency on receipt of the payment from the client (Back-to-Back basis)
 - Do not fill the summary of cost (BOQ) at the time of submission of technical bid.

Authorization Sign and Seal of Bidder

Date