

**NIT for GIS & MIS Integrated Software Development along with
Mobile Application for Command Area Development under Chambal
Canal System and AMC for a period of Two years**

Tender Ref No. : WAP/Infra./CAD-GIS/MIS/2021



**76-C, Sector-18, Institutional Area, Gurgaon-122015,
Haryana, India**

September, 2021

- i. WAPCOS Limited (A Government of India Undertaking) under Ministry of Jal Shakti invites Online Electronic Tender for Software Development for Command Area Development Department under Chambal Canal System and AMC for a period of Two years, General details of the Tender are as follows:-

Sl. No.	Particulars	Details
1	Name of Work	GIS & MIS Integrated Software Development along with Mobile Application for Command Area Development under Chambal Canal System and AMC for a period of Two years
2	Location	Jaipur / Kota
3	Website for Tender	www.wapcos.co.in CPPP Portal
4	Estimated Cost	Rs.40,00,000/- Plus Taxes
5	Tender Fees	Rs.5,000/- in the form of a Demand Draft in favor of “WAPCOS Limited” payable at New Delhi / Gurgaon
6	Earnest Money Deposit	Bid Security Declaration as per Annexure-5
7	Mode of Selection	QCBS (80:20)
8	Bid Validity	90 Days
11	Publishing date & time of tender Document	27.08.2021 at 18:00 Hours
12	Last date & time of Procurement / download of tender Document	27.09.2021 up to 15:00 Hours
13	Offline Submission of Tender and Tender Fees, Bid Security Declaration etc.	29.09.2021 up to 15:00 Hours
14	Last date & time for online submission of Technical & Financial Bid	27.09.2021 up to 15:00 Hours
15	Online opening of Technical Bid	29.09.2021 at 15:30 Hours
16	Online opening of Financial Bid	To be communicate later

ii. Instructions to the Bidders

The Micro and Small Enterprises registered with the NSIC/MSME are exempted from the submission of Bid Security Declaration / Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The 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, terms and conditions are available in the Tender Document.

Incomplete tender or tender received after the last date of submission of tender shall not be considered under any circumstances.

WAPCOS reserves the right to accept or reject any Bid/Proposal without assigning any reason thereof.

The bids received without Bid Security Declaration shall be summarily rejected. The Bid Security Declaration of unsuccessful bidder shall be returned back after the award of work to the successful bidder. Bid Security Declaration of the successful bidder shall be returned on successful completion of the contract without interest.

Bidder must submit **Letter of Acceptance** on bidder's letterhead within 15 days from the date of issue of Work Order, failing which the Bidder shall be blacklisted.

Joint Ventures / Consortium are not allowed

The contract shall be governed by the provisions in this tender document only.

The Bids shall be addressed to:

Sr. General Manager (Infra.)
WAPCOS Limited Infrastructure Division, Plot 76 - C,
Sector 18, Institutional Area, Gurgaon - 122015, Haryana
Phone: 0124-2348021, Fax: 0124-2399224

1. Background And Experience

i. Background

GLOBAL LEADER in Consultancy and Engineering, Procurement & Construction (EPC) providing Integrated & Customized Solutions for Sustainable Development of Water, Power and infrastructure Projects.

WAPCOS Limited is a “MINI RATNA-1” and ISO 9001:2015” accredited Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India.

With in-built capability to provide multi-disciplinary project teams comprising of its own core group of professionals and specialists from various organizations of Govt. of India, WAPCOS provides consultancy services in all facets of Water Resources, Power and Infrastructure sectors in India and Abroad.

ii. Fields and specialization

Main fields of specialization of the company includes Irrigation and Drainage, Flood Control and Land Reclamation, River Management, Dams, Reservoir Engineering and Barrages, Integrated Agriculture Development, Watershed Management, Ground Water Exploration, Minor Irrigation,, Hydropower and Thermal Power Generation, Power Transmission and Distribution, Rural Electrification, Solar Power, Water Supply and Sanitation (Rural and Urban), Environmental Engineering including Environmental Impact Assessment (EIA) and Environmental Audit, Ports and Harbor’s and Inland Waterways, Rain Water Harvesting; Survey & Investigations, Human Resource Management, **System Studies, Information Technology, Software Development, Financial Management System**, Technical Education, **Quality Control** and Construction Supervision, Roads & Bridges. The Company has recently amended its Articles of Association to provide concept to commissioning services for developmental projects in India and Abroad.

iii. Range of Consultancy Services

WAPCOS spectrum of services covers a wide range of activities including pre-feasibility studies, feasibility studies, simulation studies, diagnostic studies, socio-economic studies, master plans and regional development plans, field investigations, detailed engineering including designs, detailed specifications, tendering process, contract and construction management, commissioning and testing, operation & maintenance, implementation of projects on turnkey basis, quality assurance & management, Information Technology, software development and human resource development etc.

2. Scope of work

Command Area Development (CAD) department, Government of Rajasthan has a very vast network of canals under Chambal Canal Distribution System which is spread across the districts of Kota, Baran and Bundi in Rajasthan state. The department currently has a manual mechanism of monitoring the water demand and supply. The department receives the information regarding the water demand by the way of small scale institutions such as water user associations (WUA) sending the requirement of water for consumptive use to them manually. The department monitors the supply through canal regulation where-

in representatives from the department travel to the site where the data is to be collected and then manually record the information. This information is then brought to the office where under the reference of data such as cross-sections, flow charts etc. the information is manually converted into useful MIS for the decision makers.

Command Area Development department (CAD), Government of Rajasthan requires a Web based GIS & MIS application to monitor project progress with real time progress image so that timely preventive or corrective action can be taken to ensure the overall project success with respect to defined timeline. It is also require a plate-form on this application to collect/add/update the information related to employee/contractor for monitoring purpose. It will enable the department to update information of field and at same time information shall be available to everyone for monitoring purpose. It will also enable department to manage and monitor the project progress with respect to physical and financial aspects against planned tasks at granular level. The department also intends to integrate the existing GIS data in such a way that GIS unfolds into MIS information in a meaningful and efficient manner.

Command Area Development department (CAD), Government of Rajasthan also seeks a mobile based application which shall be integrated with a common Service Oriented Architecture (SOA) so that the information is delivered to each and every stakeholder including the department, contractors as well as farmers in a seamless manner. The mobile application shall be both Android and iOS based and shall be available on both Android Play store as well as Apple App Store. Through the mobile application, the department intends to administer its staff by the way of GIS tracking so that the information received from the field is genuine, accurate and transparent.

2.1 Proposed CAD-GIS & MIS feature List

- 2.1.1 **Access Control:** User based access control to protect the integrity of project data shall be provided.
- 2.1.2 **Authentication and Authorization:** MIS shall be web based, So that it can be accessed from anywhere by authorized users only. No licensing mechanism is required to access web based MIS. Authorize user shall be allowed to access only those item which has been allowed to them by MIS system administrator. It shall be configurable so that MIS system administrator can configure user role, anytime as per their need.
- 2.1.3 **Responsive UI:** Web-based application shall be responsive in nature, It means Websites Design shall provide excellent user-experience across many devices irrespective of screen sizes. The application shall be flexible to adapt to the screen resolution of all devices making it more appealing. Responsive websites support all modern browsers such as Mozilla Firefox, Google Chrome, MS Edge, Apple Safari etc.
- 2.1.4 **Dashboard:** A graphical dashboard shall be provided to decision makers for the monitoring of project progress. The dashboard shall contain both physical as well as financial aspects and must integrate with GIS information
- 2.1.5 **Gantt Charts:** Project management data shall be represented in the form of Gantt charts and shall be incorporated in MIS to monitor planned vs actual progress.
- 2.1.6 **Master module:** Master module shall be provided to create and update a master table of the application.
- 2.1.7 **Data Entry Module:** Data entry module shall be provided to create Project Progress Target and to input Task/Target wise Project Progress. User can upload progress image along with project progress.
- 2.1.8 **Report Module:** Comprehensive and parameter based report shall be developed for management to pull out report based on different parameters.
- 2.1.9 **Adhoc Report:** An adhoc report shall be developed to pull out customized report from the application database in both languages (Hindi/English).
- 2.1.10 **SMS Scheduler:** A provision shall be made to integrate an SMS gateway in the web based

application so that scheduled SMS can be sent to any and every stakeholder such as department, contractors or farmers

- 2.1.11 **Document Management Module:** A document management system shall be developed to keep the important documents online to create a document repository, based on document type. Documents can be fetched on demand based on different search criteria
- 2.1.12 **Multimedia Gallery:** A provision shall be made in the application where-in galleries shall be provided for displaying images and videos separately. The images being displays shall be linked to project progress and the galley shall have a capability to search for desired images based on parameters. A gallery for displaying videos shall also be provisioned in the same manner as image gallery. The multimedia galleries shall also be capable of moderation
- 2.1.13 **Configurability:** Software shall be fully configurable in all respects and shall not use static workflows

2.2 Feature list for Mobile Application

- 2.2.1 Separate workspace for each type of stakeholder such as department, contractors and farmers
- 2.2.2 User tracking using GIS features
- 2.2.3 Device compatibility from API 19 and above for Android
- 2.2.4 Device compatibility from iOS 10 and above for Apple devices
- 2.2.5 Application shall be native respectively to Android and iOS operating systems
- 2.2.6 Application shall be uploaded and made available through official application store of both Android and Apple
- 2.2.7 Responsive UI
- 2.2.8 Shall incorporate same feature list as web-application for department users
- 2.2.9 Shall incorporate authentication and authorization for department users
- 2.2.10 Must integrate Rajasthan SSO for authentication and authorization of department users

2.3 GIS & MIS Integration

- 2.3.1 Total of 33 ESRI shape files shall be loaded on the GIS server
- 2.3.2 Multiple ESRI shape files shall be integrated at various levels
- 2.3.3 Shape files shall be uploaded on to MS SQL Server DB
- 2.3.4 MS SQL Server spatial tools shall be used to project data on maps
- 2.3.5 Manipulation of GIS data has to be done using GIS software tool
- 2.3.6 Updated GIS data reflects in MIS software automatically
- 2.3.7 MIS components to be mapped to GIS tables
- 2.3.8 Discharge locations/nodes to be mapped in GIS tables

2.4 Rajasthan SSO (Single Sign-On) Integration

- 2.4.1 **Rajasthan SSO (Single Sign-On)** is an online portal that has been developed by the State Govt. of Rajasthan. It is designed to facilitate the citizens of the state to avail various online services under a single portal
- 2.4.2 **Single sign-on (SSO)** is a session and user authentication service that permits a user to use one set of login credentials - for example, a name and password -- to access multiple applications

2.5 Technology

- 2.5.1 Web based MIS
 - ASP.NET Core
 - C# programming language
 - Web API/Micro services
 - JQuery and Bootstrap v4.0

- HTML5 and CSS3
 - MS-SQL Server
 - SQL Server Reporting Services (SSRS)
 - Open layer
 - Geo Server
 - IIS 7.5 or above
- 2.5.2 Mobile Application (Android/iOS)
- Android Studio
 - Java/Kotlin
 - Swift

2.6 Software Hosting

- 2.6.1 The Web-based application shall be deployed on State Data Center of DoIT&C (Department of Information Technology & Communication), Govt. of Rajasthan at Jaipur
- 2.6.2 The Android based/iOS based application shall be deployed and made available in the Google Play Store/Apple store

3. Time Schedule

The Bidder is required to provide user friendly software complete in all respects in duration of 45 days from the award of the work

4. Documents to be submitted

- 4.1 *Successful bidder must provide module wise documentation of the software after completion of the development process*
- 4.2 *Successful bidder must submit a report on the Gap Analysis*
- 4.3 *Successful bidder shall submit the Software Requirement Specification (SRS) report*

5. Bid Submission

- 5.1 The bidder shall prepare and submit the bid containing following documents
- 5.1.1 Bid Security Declaration as mentioned in Annexure-5 & Solvency Certificate of Rs. 16,00,000/- (Indian Rupees Sixteen Lakhs Only) issued from Nationalized/Scheduled bank should be submitted physically on or before 17.09.2021 upto 3:00 PM at WAPCOS, Gurgaon.
- 5.1.2 Technical Bid as per prescribed formats (from Annexure-1 To Annexure-5) in soft copy should be submitted online on or before 17.09.2021 upto 3:00 PM and Hard Copy in original should be submitted on or before 17.09.2021 up to 03:00 PM at WAPCOS, 76-C, Institutional Area, Sector-18, Gurugram-122015.
- 5.1.3 Financial Bid as per format Annexure-5 (Should be submitted online on or before 17.09.2021 up to 3:00 PM)
- 5.2 Violation of above will result in rejection of the bid.
- 5.3 The Hard copy submissions shall be properly addressed to following address indicating the contents, name of work and the date of opening:

Senior General Manager (Infrastructure)
WAPCOS Limited, 76-C, Institutional Area,
Sector-18 Gurgaon (Haryana) India-122015
Ph: +91-124-2397391, Fax: +91-124-2399224

- 5.4 The following instruction needs to be followed:

- 5.4.1 The bid must contain the name, address and place of business of the firm submitting the bid

and must be duly signed and stamped on each page by the bidder with his usual signature.

- 5.4.2 The incomplete bids will be rejected
- 5.4.3 The language used in preparing the bid shall be in English
- 5.4.4 In case of any discrepancy in the description in words and figures quoted by bidder, provisions, quantities or rate in schedule of quantity or omission, CMD WAPCOS will be the final deciding authority with regards to intention of the bid document. The rate quoted in words will be final for evaluation of bid

6. Eligibility Criteria for Bidder

- 6.1 Bidder must submit a proof of existence for a minimum of Ten (10) years i.e. Certificate of Incorporation as a Limited Company or Registered Partnership Firm or a LLP governed by the Limited Liability Partnership Act-2008, Registrar of Companies, Ministry of Corporate Affairs, Government of India.
- 6.2 Bidder must submit a proof of Tax registrations, which are in existence for a minimum of Ten (10) years i.e. PAN Number and GST registration certificate.
- 6.3 Bidder must have experience of successfully implemented projects along with copy of work order and completion certificate as per mentioned below;
 - One Similar Project of value not less than Rs. 32.00 Lakhs.
 - Or
 - Two Similar Projects of value not less than Rs. 20.00 Lakhs each
 - Or
 - Three Similar Projects of value not less than Rs. 16.00 Lakhs each

Similar Experience means experience in GIS and MIS Integration Software Development and also Development of Native application for android/iOS users in Central Government / State Government / Board / P.S.U.s / Autonomous Bodies in last Seven years from the date of floating of this tender document.

- 6.4 Bidder must submit a proof of ESI & PF Registration certificates.
- 6.5 Bidder Annual Turnover of Rs. 20,00,000/- (Indian Rupees Twenty Lakhs) certified by Chartered Accountant during last Three (3) years i.e. 2017-2018, 2018-2019 and 2019-2020 along with the Audited Balance Sheet.
- 6.6 Bidder should not have incurred any loss in more than 2 years during last 5 years ending March, 2020. A certificate stating Profit After Tax shall be submitted from the Chartered Accountant along with balance sheet of last 5 years ending March, 2020.
- 6.7 Bidder must submit solvency certificate of Rs. 16,00,000/- (Indian Rupees Sixteen Lakhs only) issued by a nationalized bank/Schedule Nationalized Bank which must be issued after the date of publication of tender document.
- 6.8 Bidder must submit a proof of valid latest ISO 9001/ CMMI Level 3 certificates
- 6.9 The Bidder must have an office in Delhi/NCR and must submit proof i.e. Telephone Bill from Govt. Telecom operator, Rent Agreement, or any other document issued by Government authorities along with the Technical Proposal.

7. EVALUTION CRITERIA FOR TECHNICAL QUALIFICATION

S.NO	Description	Maximum Marks
1.	GIS and MIS Integration Software Development and also Development of Native application for android/iOS users in Central Government / State Government / Board / P.S.U.s / Autonomous Bodies in last Seven years from the date of floating of this tender document. (Maximum 5 Projects, 4 marks for each Project)	20
2.	The bidder shall be assigned marks on the submission of documentary proof of IT certification and ISO certificate ; • ISO 9001: 2015 for Quality Management Systems- 5 marks • ISO 20000: 2018 for Service Management- 5 Marks • CMMI for SERVICE LEVEL 3 - 10 Marks	20
3.	Approach and Methodology for the Assignment along with work plan	35
4.	Presentation on Approach and Methodology	25
	Total marks	100

8. FINALIZATION OF THE BIDDER

8.1 In the first stage, the technical proposal will be evaluated on the basis of the eligibility criteria. If any Bidder fails to submit any document as mentioned in Clause no.6, the bid shall be rejected.

8.2 Only those bidders who scored 70% marks will be Technically Qualified and shall be eligible for financial bid opening.

8.3 Detailed evaluation as mentioned below;

- Based Selection QCCBS - 80:20; Quality (80%) cum Cost (20%)
- The technical quality of the proposal will be given weight of 80%
- The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened
- The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the Client/Employer will use the following formula:

Total points = T (w) x T (s) + F (w) x F(s), where

$F(s) = \{(LEC / EC) \times 100\}$

T (w) stands for weight of the technical score. T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the Financial proposal.

F(s) stands for Financial score of the financial proposal

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

9. FINANCIAL CONDITIONS

9.1 The bidder must quote Lump sum charges in the prescribed Financial bid format at Annexure-3.

9.2 Following are the milestones for the release of payment for development of web based application, android and iOS applications on submission of invoice duly signed:

for be after of on of signed. period defect period will server and for	S.No	Milestones	Percentage	**Payment AMC shall released the completion each quarter submission quarterly invoices duly **AMC including liability of 3 months start after successfully uploading of software on of DoIT&C training to Minimum 5 officials of department administrator purpose.
	1.	Submission of SRS and demonstration of wireframe	10	
	2.	Software demonstration on local host/server and acceptance by Client	20	
	3.	Uploading of data on server of State data Center, DoIT&C, GoR	10	
	4.	Training/work-shop to department officials to guide them for application use	10	
	5.	Final implementation of observations received from department during training if any and acceptance by Client and Go Live	10	
	6.	Submission of documentation and acceptance of UAT	10	
	S.No	Milestones	Percentage	
	7.	Training to 5 officials of department at Kota for software handling	10	
	8.	**Sign-Off (AMC for period of 2 years including Defect Liability period of 3 Months)	20	
	The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Command Area Development Department, Government 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 Command Area Development Department, Government 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 Command Area Development Department, Government of Rajasthan (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall be supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.			

10. BIDDER'S RESPONSIBILITY

10.1 Bidder shall submit the source code in running condition for web-based application, mobile applications developed on android and iOS platforms to WAPCOS

10.2 Competent executive of bidder shall be present during all the meetings with client for better understanding of client requirement in software and bidder shall make their own arrangements to attend these meetings.

- 10.3** Bidder shall be responsible for security audit of all the applications from an agency which is listed in the latest list of empanelment by CERT-IN before uploading application on server of DoIT&C, at Jaipur. Fees and all other charges for security audit of application will be borne by successful bidder.
- 10.4** Bidder shall be responsible for incorporating the mutually agreed suggestions/updatons given by Client/WAPCOS in software demonstrations
- 10.5** Bidder shall make their own arrangements i.e. boarding, lodging etc. for software demonstrations at client locations and uploading on server of DoIT&C at Jaipur.
- 10.6** Bidder shall bear the expenditure which may be incurred in purchase of hosting space from Google and/or Apple for hosting of the mobile applications respectively
- 10.7** Bidder shall bear all expenses incurred on training/work-shop/demonstration at client location.
- 10.8** Bidder shall be responsible for imparting software training to nominated officers/officials of client at locations designated by the client
- 10.9** Bidder shall be responsible for fixing all the issues and bugs arising thereof from the security audit
- 10.10** Bidder shall be responsible for obtaining the security audit certificate for all the applications
- 10.11** Bidder shall ensure compliance of GIGW guidelines in all the applications
- 10.12** Bidder shall be responsible for end-to-end implementation of all the application to web servers of DoIT&C, Jaipur data center.
- 10.13** Bidder shall be responsible for uploading the mobile based application on Application stores of both Android and Apple
- 10.14** Bidder shall bear the expenditure which may be incurred in purchase of hosting space from Google and/or Apple for hosting of the mobile applications respectively
- 10.15** Bidder shall be responsible for integrating SMS/ E-mail gateway in the web-based application

11. WAPCOS'S RESPONSIBILITY

- 11.1** WAPCOS shall assist the successful bidder in Gap Analysis with the client
- 11.2** WAPCOS shall assist the successful bidder in Liaoning with client for approvals as and when applicable
- 11.3** WAPCOS will provide the only shape file of all WUA map for further processing.
- 11.4** WAPCOS shall screen the software before demonstration to client
- 11.5** Authorized representative from WAPCOS shall accompany the successful Bidder in software demonstrations as and when scheduled by the client
- 11.6** WAPCOS shall assist the successful bidder in coordination with NIC Jaipur during the implementation process of web-based application
- 11.7** WAPCOS shall assist successful bidder in documentary requirement for hosting of mobile software on Android/iOS platforms

12. ANNUAL MAINTENANCE CONTRACT

- 12.1** The tenure for AMC shall be 2 years from the Go-Live of all the software
- 12.2** The bidder shall provide support to client/WAPCOS in post-implementation period for the web based application/ Mobile Application in resolving any issues, bugs etc. during the AMC period as and when required at client location.
- 12.3** The bidder shall provide competent manpower to visit client locations for resolutions of issues, bugs etc. in case specifically required by the client during the AMC period and expenses for these visits will be borne by bidder.

13. PERFORMANCE SECURITY

The Bidder, whose tender is accepted, will be required to furnish Performance Guarantee of 3% (Three Percent) of the Contract amount. This guarantee shall either be in the form of Banker's Cheque/Demand

Draft/Bank Guarantee/Fixed Deposit Receipt from any payable at New Delhi/Gurgaon. This shall be returned after successful completion of the Work.

14. INSURANCE

- The Bidder shall insure himself against any liability under any personnel 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 or other person in the employment of the Bidder, the Bidder shall pay compensation to the personnel.

15. FORCE MAJEURE

Force majeure is hereby defined as cause which is beyond the control of the successful bidder and WAPCOS Limited as the case may be, which they did not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of contract, such as:

- a. Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics.
- b. Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes, provided either party within fifteen (15) days from the occurrence of such causes notify the other in writing of such causes.
- c. Should the occurrence of Force Majeure last more than 45 days, both parties have the right to cancel the contract. In such a case, the successful bidder shall be paid for all the work completed or which has been carried out or performed to the time

16. ARBITRATION/SETTLEMENT OF DISPUTES

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

- 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 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-Contractor and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & WAPCOS Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all the purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award 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 constructed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

17. TERMINATION CLAUSE

In case of unsatisfactory performance by the Bidder, WAPCOS shall be entitled to terminate the contract & set the work done from open market at the risk and cost of the Bidder.

18. RETENTION MONEY

Retention Money/Security Deposit: Retention money equivalent to 5% shall be deducted from each bill submitted. Retention money equivalent to 50% of the Retention Amount may be released after satisfactory completion of work on submission of equivalent amount of Bank Guarantee issued by a Nationalised/Scheduled commercial Bank valid up to defect liability period plus 45 days. Balance Retention money shall also be released on successful completion of the task after 45 days of Defect Liability Period. Defect Liability period shall be 3 months.

19. LIQUIDATED DAMAGES

The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract. The liquidated damages shall be applicable under following circumstances:

- If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- If the deliverables are not acceptable to the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

20. VARIATION CLAUSE

No variation in the quoted price for the contract shall be provided

**For & on behalf of
WAPCOS Ltd.
General Manager (Infrastructure) WAPCOS Ltd., Gurgaon**

Bidder's guide for CPPP portal

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process.

If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.

4) Bidder should prepare the Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at WAPCOS ;

WAPCOS Contact	
WAPCOS Contact Person	<i>Sanjay Sharma</i> <i>Senior General Manager (Infra.)</i>
Telephone/ Mobile	<i>+91-124-2348021</i>
E-mail ID	<i>commercial@wapcos.co.in, wapcos.rud@gmail.com</i>

For & on behalf of Tenderer

Annexure-1 Letter

[Name and address of

Client] Dear Sir,

I/We, the undersigned, offer to provide the Consulting Services for “**NIT for GIS & MIS Integrated Software Development along with Mobile Application for Command Area Development under Chambal Canal System and AMC for a period of Two years**” in accordance with your NIT dated We are hereby submitting our Proposal, which include desired documents for technical qualification under separate covers.

I/We hereby declare that we have read the Instructions to Bidder included in the NIT and abide by the same, and specifically to conditions mentioned in Section.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

I/We understand you are not bound to accept any Proposal you receive.

Yours
faithfully
,

Authorized Signature [In full and
initials]: Name and Title of
Signatory:
Name of Firm: Address:
Contact No.
E-mail id:-

Annexure-2: Details of Experience

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	

(Successfully Implemented Projects in last Seven years along with the Work Order and Completion Certificate.)

Annexure -3**Financial Bid (Only online submission)**

Name of work: “NIT for GIS & MIS Integrated Software Development along with Mobile Application for Command Area Development under Chambal Canal System and AMC for a period of Two years”

S. No.	Services	Amount (in Rs.)
1	NIT for GIS & MIS Integrated Software Development along with Mobile Application for Command Area Development under Chambal Canal System and AMC for a period of Two years	

Total Cost of Consultancy Charges exclusive of Goods and Services Tax (GST) in Rs.....(In Figures) and In Words Rupees.....

The rate quoted shall be exclusive of Goods and Services Tax (GST). GST shall be paid extra on submission and verification of the GST Challans.

Authorized Signatory

Annexure -4
PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the President of India acting through Shri _____ Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the

"BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is private company/public company/Government undertaking/partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3.The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their

family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge, of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer,
Designation
Dept./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

- ❖ Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Annexure -5
Bid Declaration Form

FORM-I

FORMAT FOR BID SECURITY DECLARATION

[To be submitted on Non-Judicial Stamp paper of minimum Rs. 100]

To
WAPCOS Limited
(A Government of India Undertaking)
76-C, Institutional Area, Sector-18,
Gurugram, Haryana-122015

Subject: Bid Security Declaration for ----- (Name of Work/Project)

Dear Sir,
We, the undersigned, declare that;

We, M/s _____ (herein referred as bidder) understand that, bids may be supported with a Bid Security Declaration, therefore rather than submitting the EMD, the bidder render the declaration that: -

Bidder will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder is in breach of any of the following obligation (s) under the bid conditions: -

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

Yours faithfully,

Date:

(Signature, Name and Designation of the
Authorized signatory)

Place:

Name and seal of Bidder

