



TENDER DOCUMENT FOR

**SUPPLY & INSTALLATION OF FURNITURE FOR
EKLAVYA MODEL RESIDENTIAL SCHOOLS
(EMRS) AT MANPUR-II, DISTRICT RAIGARH,
CHHATTISGARH**

WAP/CCM/2026-27/NESTS /CHGTH/MANPUR-II/06

Date: 29-04-2026

**WAPCOS LIMITED
(A Govt. of India Undertaking)
1st floor, Plot No. 148, Sector-44,
Gurugram, Haryana - 122003**

April, 2026

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)**NIT No. WAP/CCM/2026-27/NESTS/CHGTH/MANPUR-II/06****Dated : 29-04-2026**

WAPCOS Limited (A Govt. of India Undertaking), for and behalf of National Education Society for Tribal Students (NESTS), Ministry of Tribal Affairs, Govt. of India invites "Online Electronic Tenders" on Item Rate Basis from experienced and competent Original Equipment Manufacturer (OEM), meeting prescribed qualifying criteria as mentioned in tender document.

1.	Name of Works	Supply & Installation of Furniture for EMRS Manpur-II, District Rajnandgaon, Chhattisgarh
2.	Site / Location	EMRS Manpur, Village Khawas Padki, District Rajnandgaon, Chhattisgarh Note: <ul style="list-style-type: none"> • OEM must deploy the separate teams for Supply & Installation of Furniture at particular site and shall be executed simultaneously. • Each work has separate sanctioned estimate and shall not be merged during execution of works • Each work will be dealt as a separate entity and separate invoice will be raised by OEM for each works
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	www.wapcos.co.in & www.gem.gov.in
4.	Website for Registration/ uploading of Tender	www.gem.gov.in
5.	Estimated / NIT Cost of each Works	Rs. 36,24,591/- (GST Inclusive)
6.	Earnest Money Deposit (EMD) / Bid Security	Rs. 72,492/- (Refundable) in favor of 'WAPCOS Limited' payable at Gurugram, Haryana in the form of: <ol style="list-style-type: none"> 1. Payment through RTGS/ NEFT in Indian Overseas Bank A/C: 193502000000405; IFSC Code: IOBA0001935; Branch: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana. The Proof of the same should be enclosed with submitted online documents. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. Insurance Surety Bonds OR 3. Account Payee Demand Draft OR 4. Fixed Deposit Receipt/ Banker's Cheque

		If Bidder choose option at Sl. No. 2, 3 & 4 for submission of EMD amount, then it should reach the office upto 4 hours from Bid end date & time as per GeM Portal. Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.
7.	Solvency Certificate	40% of the Estimated cost as detailed in "Selection & Qualifying Criteria"
8.	Performance Security	5% of the Tendered Value
9.	Completion Period	75 days from the Date of Award
10.	Bid Validity Period	180 days from the date of opening of Technical bid
11.	Site Visit	OEMs are advised/encouraged to visit the sites for actual assessment of size of furniture and requirement.
12.	Pre bid meeting	To be held in the office of Tendering Authority on 06-05-2026
13.	Last date & time submission of Technical & Financial Bid (Bid end date / time)	As per GeM Bid Document on GeM Portal
14.	Online opening of Technical Bid (Bid opening date / time)	As Per GeM bid document on GeM Portal
15.	Online opening of Financial Bid	Bid will be opened for Technical Qualified OEMs.
16.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	The Chief Engineer, WAPCOS Limited Centre for Construction Monitoring, 1 st Floor, Plot no. 148, Sector-44, Gurugram, Haryana - 122003 Email: projects@wapcos.co.in Contact No. +91-124-4488018
17.	The Bid Security/ EMD / Solvency Certificate / BG against Performance Security/ shall be addressed to WAPCOS Corporate Office	WAPCOS Limited 76-C, Institution Area Sector-18, Gurugram, Haryana-122015

EMD is exempted to following:

- Micro and Small Enterprises only**, registered with Micro, Small & Medium Enterprises (MSME), with valid Udyam Registration, on submission of requisite proof in the form of valid certification from MSME.
- Firms having annual turnover of Rs. 500 Crore or more, at least in one of the past three completed Financial Year(s) ending FY 2024-25 as per GeM.

If the office of WAPCOS Limited 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 viewed/ downloaded from above specified websites.

OEMs are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/ Addendum shall be followed up to submission of tender and it will be the part of tender.

- 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. The OEMs must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the OEM is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 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 OEMs.
- If the office of WAPCOS Limited 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.
- WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No OEM shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- 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 NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the OEM will submit the signed integrity Agreement, which is an integral part of tender/bid documents, failing which the OEM will stand disqualified from the tendering process and the bid of the OEM would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

-Sd-
For and on behalf of WAPCOS LIMITED
(Chief Engineer)

SECTION- I

INSTRUCTIONS TO OEM

SECTION- I INSTRUCTIONS TO OEM

1.0 SPECIAL INSTRUCTIONS TO OEMS FOR E-TENDERING

OEMs shall follow the standard guidelines of e-tendering on **GeM Portal. OEM may visit the link <https://gem.gov.in> for participation in the bid.**

E-mail id: helpdesk-gem@gov.in

Toll Free Numbers (Inbound):

Call 1800-419-3436 / 1800-102-3436

2.0 INSTRUCTIONS TO OEM

The purpose of these instructions to serve as a guide to OEMs for preparing offer for carrying out the work in all respect.

- a) Submission of a tender by a OEM implies that the OEM has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.
- b) WAPCOS Limited desires that the OEMs, under the Work, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the OEM recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

The OEM must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- a) All OEMs are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- b) The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the OEM to perform the contract
- c) The OEMs shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the OEM will be liable to be banned from doing any business with WAPCOS Limited.
- d) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

The Earnest Money Deposit shall be as per the details mentioned in NIT. EMD shall not carry any interest. The Bid Security/ EMD of the unsuccessful OEM shall be returned after expiry of final bid validity period and latest by 30th days after the award of the contract. Bid Security shall be refunded to the successful OEM on receipt of Performance Security.

The successful OEM shall accept the Letter of Award (LOA) within 7 (seven) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any OEM withdraws or make any changes in his offer already submitted before the expiry of the validity period or any extension thereof without the written consent of the Employer, the EMD amount will be forfeited for such act of the OEM.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful OEM.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- ii. Does not commence the work within the period as per LOA/Contract. In case the LOA/Contract is silent in this regard then within 15 days after award of contract.

The Bid Security will be forfeited in the OEM

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) If the OEM does not accept the correction of his bid price during evaluation; and
- iv) If the successful OEM fails to sign the contract or furnish the required performance security within the specified period.

4.0 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Work shall be in English language. Supporting documents and printed literature furnished by the

OEM may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

5.0 OEMS RESPONSIBILITY

The OEM is solely responsible for the details of their Bid and the preparation of bids. In no case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The OEM is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the OEMs have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

The OEM shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs. WAPCOS Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.0 AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective OEM, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective OEMs shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

7.0 BID VALIDITY PERIOD

Bids validity will be as per NIT. In exceptional circumstances, on expiry / prior to expiry of original bid validity period, the WAPCOS may request the successful OEM for a specified extension in the period of validity. A OEM may accept OR refuse the request of extension of validity period. A OEM agreeing Extension of validity period will not be required/nor permitted to modify his bid. In case of refuse of request of extension of validity period tender will be cancelled.

8.0 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees.

SECTION- II

SELECTION AND QUALIFYING CRITERIA

SECTION-II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

The furniture and Kitchen equipments supplied by the OEMs will be best fit in the Schools, hostels. Kitchen and dining etc. and if any modification is required for best fitting of the furniture and equipments, then it shall be done by the OEM at his own cost. Therefore, intending OEM(s) are advised to inspect and examine the Schools, hostel buildings etc & locations mentioned in NIT where furniture are to be supplied & installed, at his own cost and its surroundings and applicable taxes during transportation and satisfy themselves before submitting their bids so as to see the means of access to the sites, contingencies and other circumstances which may influence or affect their bid. The OEM(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for installation of furniture.

An OEM(s) shall be deemed to have full knowledge of all the sites whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The OEM(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a OEM(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.0 CLARIFICATION AND PRE-BID MEETING

Prospective OEM requiring any clarification of the bidding documents may notify the Employer via representation on GeM portal only as per GeM Guidelines. The reply for the queries shall be given only on GeM Portal. No queries/clarifications shall be entertained by Employer on email or any other mode of communication.

The intending OEMs shall depute their representative to attend the pre-bid meeting. The pre-bid meeting shall be held at the communication address mentioned in NIT. The Addendum/ Corrigendum shall be uploaded on e-portal & WAPCOS website.

3.0 QUALIFYING CRITERIA:

The intending OEMs shall submit their bids only if they consider themselves fully eligible and technically qualified, and possess all documents as specified in **Table-1: "Documents for Technical Qualification."**

Table-1 below shall also be treated as "CHECK LIST" for submission of documents. **The OEM will upload all the required documents as per Table-1 on Online Portal along with duly filled and numbered "Check List"** on Top after proper page numbering.

The “MANDATORY GUIDELINES” for “Uploading of Technical Bids” are as below:

- 1) OEM will arrange & prepare the all required documents strictly in accordance with Table no.-1.
- 2) After that, All documents shall be arranged serially and in the exact order as specified in Table-1 i.e. S.N: a) to x) below
- 3) After that OEM will put continuous page numbering (without any break) on each page of the documents.
- 4) The corresponding page numbers shall be clearly indicated by the OEM in the “Check List” against each required document.
- 5) This “Numbered Check List” duly filled, shall be placed on top of the arranged and page-numbered documents as per Sr. No. a) to x).
- 6) After that Authorized representative of OEM shall Sign & Stamp on each page of these arranged numbered documents.
- 7) The Numbered Check List along with all qualifying documents, arranged and numbered as per Clauses 1 to 6 above, shall be scanned in colour and uploaded on the Online Portal for ease of Technical Evaluation.
- 8) In case the file size exceeds the permissible limit, the documents may be uploaded in multiple parts; however, the serial order and continuous page numbering shall be maintained strictly as per Sr. No. a) to x) for ease of “Technical Evaluation

Note: There is no need to add any other additional documents apart from the documents asked in Table-1, as additional documents will not be considered during Technical Evaluation

Note: Failure to comply with the above guidelines shall render the bid liable for rejection by WAPCOS

Table -1: Documents for Technical Qualification CHECK LIST

Work: Supply & Installation of Furniture for Eklavya Model Residential School (EMRS) Manpur-II, District Rajnandgaon, Chhattisgarh

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
a)	Scanned color copy of EMD Documents			
b)	Letter of Transmittal for Technical Bid			
c)	Letter of Transmittal for Financial bid			
d)	Declaration by the OEM			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
e)	OEM shall submit “ Financial Information ” regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2024-25 in Form-A duly certified by Statutory Auditor/ Chartered Accountant of OEM which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal in respect of OEM.			
	<ul style="list-style-type: none"> • Profit / loss (after Tax): The OEM should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2024-25. 			
	<ul style="list-style-type: none"> • Turnover: Average annual financial turnover of OEM/ OEM should be at least Rs. 18.13 lakhs during the immediate last 3 consecutive financial years ending 2024-25 			
	<ul style="list-style-type: none"> • Net Worth: Net worth of the OEM should be positive during the last financial year 2024-25 and should not have eroded by more than 30% in last 3 financial years ending on 2024-25. 			
	<ul style="list-style-type: none"> • OEM shall attach Balance Sheet and Profit & loss Statement, duly audited by Statutory Auditor of the OEM for last 5 (five) years ending on the financial year 2024-25 in support of Form-A <p>Note: This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-A</p> <p>Note: There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit & Loss Account (Audited) for last 05 years shall be uploaded.</p>			
f)	<p>Solvency Certificate (40% of estimated cost including GST)</p> <p>The OEM should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in prescribed Form ‘B’ should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extension of date for bid submission, if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana <u>specific to this Bid submission only and mentioning the name of the work/project.</u>The certificate should</p>			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
	<p>carry name, designation of the bank official, who has the authority to issue Solvency Certificate</p> <p>Note: This Certificate will be verified through official E-mail/Physically/other means from the concerned Bank by WAPCOS during process of Technical Evaluation.</p>			
g)	<p>Authority to Sign the Tender</p> <p>a) In case OEM is proprietary company, the Proprietor shall sign with full name, current address OR by the authorized person holding Notarized Power of Attorney issued by the Proprietor for signing of business proposal.</p> <p>b) In case OEM is a Limited Company or Corporation, the Application shall be signed by an Authorized Person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application.</p>			
h)	<p>Completed Similar Work Criteria:</p> <p>The OEM should have completed the similar works of costing not less than 80% of the estimated cost of work during the last Five years ending previous day of last date of submission of tender</p> <p>Note: Similar work shall mean “Supply and installation of furniture in Government Organization”. The OEM shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>For the works, where the Taxes or GST is not clearly defined in the submitted documents by bidder, the value of works shall be considered as including GST and GST @ 18% to establish the value of work done</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.</p> <p>Note: The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations through E-mail/ Physically/other means during process of Technical Evaluation. In case the work / certificate are not verified by the issuing authority, WAPCOS reserve the right to</p>			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
	not consider the award of work.			
i)	<p>PAN and GST Registration</p> <p>OEM shall submit valid PAN Card and valid GST registration certificate applicable for the execution of said work as per Govt. norms.</p>			
j)	<p>Indian Registered Company:</p> <p>The OEM should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership Firm. Joint ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>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 or GST Registration Certificate mentioning Company is Proprietary Firm and having trade name in the name of OEM firm.</p>			
k)	<p>OEM must be Original Equipment Manufacturer</p> <p>The OEM must have their own Manufacturing Unit for manufacturing of furniture and shall submit Factory Registration/ Factory Act license issued by Govt. Authority/ Government Proof of manufacturing plant with ownership in the name of OEM showing Location & address of manufacturing plant</p>			
l)	<p>ESIC / EPF registration</p> <p>The OEM must be registered with ESIC / EPF</p>			
m)	<p>Structure & Organization:</p> <p>The OEM will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the OEM as prescribed in Form-C.</p>			
n)	<p>Certification:</p> <p>1. The OEM should have the following valid & latest certification issued by the Certified agencies accredited from National Accreditation Board for Certification Bodies (NABCB), under Quality Council of India</p>			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
	<ul style="list-style-type: none"> • ISO 9001 Quality Management System • ISO 14001 Environmental Management System • ISO 45001 Occupational Health & Safety Management System • ISO 50001 Energy Management System <p>2. The OEM should have the valid Green Pro Certificate issued by Confederation of Indian Industry (CII) for atleast 3 items covered under the BOQ</p>			
o)	<p>Non - Conviction Certificate: The OEM will submit the undertaking regarding “Non – Conviction Certificate” as prescribed in Form-D.</p>			
p)	<p>No Deviation Certificate: The OEM will submit ‘No Deviation Certificate’ as prescribed in Form-E.</p>			
q)	<p>Undertaking regarding Blacklisting / Non Debarment The OEM will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in Form-F.</p>			
r)	<p>Undertaking regarding Restriction under Rule 144(XI) The OEM will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in Form –G.</p>			
s)	<p>Preference to Make in India: The OEM shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in Form-H</p>			
t)	<p>Format for Performance of works awarded by WAPCOS (Completed & Ongoing) (FORM I and I(a))</p>			
u)	<p>Bid Capacity as prescribed in Form-J.</p> <p>The bidder should possess the bidding capacity as calculated by the specified formula. The formula generally used is:</p> <p>Available bid capacity = A x 1.5 x N – B, where A = Maximum value of Furniture works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.</p>			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
	<p>N = Number of years prescribed for completion of the work in question. B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.</p> <p>NOTE: The bidder shall furnish statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of the works separately.</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited</p>			
v)	<p>Undertaking for owning the Plants & Machineries: The OEM will submit the “Undertaking for owning the Plants & Machineries” as prescribed in Form –K for supply of quality furniture</p>			
w)	<p>The OEM will submit Consent Letter along with Integrity Pact on Stamp paper (Form-L).</p>			
x)	<p>The OEM shall have a service centre located in the Chhattisgarh State under the name of the OEM to provide warranty and after-sales service support for the supplied furniture for a minimum period of three (3) years. Proof of the address of the service centre must be in the name of the OEM and may be provided in the form of any one or more documents i.e. Electricity Bill, Landline Telephone Bill, Water Connection Bill, GST Registration Certificate and any other document issued by a State/ Central Government Department/Authority</p> <p style="text-align: center;">OR</p> <p>The OEM shall have an Authorized Dealer/Service Provider located in the Chhattisgarh State to provide warranty and after-sales service support for the supplied furniture for a minimum period of three (3) years. In this regard, the bidder shall submit the following documents along with the bid:</p> <p>a) Authorized Dealership/Service Provider Certificate issued by the OEM in favour of the proposed Authorized Dealer/Service Provider.</p> <p>b) Form-M duly filled and signed, supported by valid GST Registration Certificate of the Authorized Dealer/Service Provider located in the Chhattisgarh</p>			

S. N	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
	<p>State and TDS Certificate (TRACES – Form 26AS) to verify at least one (01) transaction between the OEM and the proposed Authorized Dealer/Service Provider during the last two (02) consecutive financial years ending FY 2024-25.</p> <p style="text-align: center;">OR</p> <p>If the OEM does not have any service center in Chhattisgarh State, the OEM must submit a notarized affidavit of opening a service center in Chhattisgarh State within 1 month from the date of issuance of Letter of Award. In this case, the payment against the work done shall be released only after submission of documentary evidence of having Functional Service Centre in Chhattisgarh State i.e. Electricity Bill, Landline Telephone Bill, Water Connection Bill, GST Registration Certificate and any other document issued by a State/ Central Government Department/Authority.</p>			

4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded online before last date & time of submission of Tender Document.

Quoted rates by the OEM shall be firm during the performance of the Contract. Quoted amount by the OEM with any condition shall not be accepted and same is liable to be rejected. Quoted amount by the OEM shall include all Materials, Tools, Plant & Machineries, Labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the OEM, from time to time.

It is mandatory to OEMs to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal to avail Input benefit of GST.

The OEM shall submit e-invoice / Tax Invoice (as applicable for the OEM) to WAPCOS showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to OEMs to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal “to avail Input benefit of GST”.

The WAPCOS shall be performing all its duties of deduction of TDS and other deduction on payment made to the OEM as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the Contract.

5.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified OEMs shall be opened at the notified date & time. Final selection of the OEM will be made based on the least cost method.

6.0 SIGNING OF THE CONTRACT

The letter of Award will be issued to the successful OEM by WAPCOS which will be duly signed & stamped by the successful OEM as token of unequivocal acceptance and confirmation. Subsequently, successful OEM shall submit the Performance Security of required value within the specified time period. Thereafter, on a date and time mutually agreed upon, the successful OEM or his authorized representative shall attend the office for signing of the Contract Agreement.

Failure on the part of the successful OEM to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security. The format of signing of agreement and letter of award is enclosed at **Annexure-I and Annexure-II** respectively.

ANNEXURE-I**(Format for "Contract" to be signed on Non-Judicial Stamp Paper of Rs. 100 by successful OEM)****CONTRACT AGREEMENT**

This Contract made on the ___ day of ___ 20___ between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of OEM & Address)_____ (hereinafter called "OEM" of the other part).

WHEREAS the WAPCOS is desirous that Work known as "_____". (Herein after referred to as "Work") under the Tender no. _____ dated _____ should be executed by the OEM AND WHEREAS by a Letter of Award No. _____ dated _____ issued by WAPCOS Limited and accepted by the OEM. WAPCOS Limited has accepted a Bid submitted by the OEM for the execution and completion of such Work AND WHEREAS the OEM has agreed to undertake such Work and furnish a Performance Security _____ (details) pursuant to Tender conditions.

NOW THIS AGREEMENT WITNESSETH as follows;

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz;

- a) Tender Document no. _____ dtd. _____
- b) Letter of Award to OEM by WAPCOS
- c) Documents furnished by the OEM during Bidding process
- d) Corrigendum/Amendments, if any
- e) Clarifications / Correspondences, if any
- f) Any other documents as forming part of the contract

1. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
2. In consideration of the payment to be made by WAPCOS to the OEM as indicated in this Contract, the OEM hereby covenants with WAPCOS to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
3. WAPCOS hereby covenants to pay the OEM in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

SIGNED, SEALED AND DELIVERED

For and on behalf of the WAPCOS

For and on behalf of the OEM

NAME _____
Designation _____

NAME _____
Designation _____

in the presence of witness:

in the presence of Witness

1 _____

1 _____

2 _____

2 _____

NOTE: OEM shall submit the Power of Attorney on Non-Judicial Stamp Paper for this particular Work, in the name of Person who will sign the Contract with WAPCOS after award of Work.

ANNEXURE-II**FORMAT FOR LETTER OF AWARD**

No. Date:.....

M/s(Name of successful OEM)
..... (Address of successful OEM)
.....

Subject: Award Letter for “.....(Name of work)”

Reference: Tender No.

Dear Sir,

We are pleased to inform that work of “.....” is awarded to your firm, in cost of Rs. ----- including GST, according to submission of your technical & financial bids against referred tender for the subjected work.

Work	Awarded Cost including GST
.....(Name of work)	Rs.....

- The “Date of Commencement of Work” shall be immediately after award of work and accordingly, planning should be started for deploying manpower, resources as per Terms & Conditions of Tender document.
- The tender document wholly accepted by you along with all related correspondences at the time of bidding shall form a part of this letter of award.
- Factory visit of NESTS/WAPCOS officials shall be conducted within 15 working days of Letter of Award, hence prepare the sample as per the specifications & BoQ for display of the sample of each furniture items for the approval of NESTS/WAPCOS.
- You are requested to submit the following as per Terms & Conditions of
 - Performance Security @5% of Tendered Value as per the form enclosed in the tender document before signing of the Agreement within 15 (Fifteen) days of the date of acceptance of the letter of award and sign the Contract Agreement.
- Schedule Plan/ Bar chart to complete the work in stipulated time period from the date of award of the work. The OEM will make all efforts to complete the work in given period of time.
- The terms & conditions of the Work will be governed as mentioned in the tender document.

This letter of award is being issued to you in duplicate. You are requested to return the duplicate copy of the letter of award immediately duly signed and stamped as a token of your unequivocal acceptance and confirmation of the same.

Thanking You,

Yours faithfully,
**(Name & Designation
of the Tendering Authority)**

SECTION – III

FORMS

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

LETTER OF TRANSMITTAL FOR TECHNICAL BID

To,
The Chief Engineer,
Centre for Construction Monitoring,
WAPCOS Limited
1st Floor, Plot no. 148, Sector-44,
Gurugram, Haryana – 122003

Subject: Submission of Bids for “-----”

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

- i. I / We acknowledge that the WAPCOS will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed “Forms” for selection of the OEM for the aforesaid Work, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/we submit the requisite Solvency Certificate, Completion Certificates, Financial Information’s and authorize WAPCOS Ltd. to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- iv. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

Date:
Place:

**(Signature and Stamp
of the Authorized signatory)**

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

LETTER OF TRANSMITTAL FOR FINANCIAL BID

Date:

The Chief Engineer,
Centre for Construction Monitoring,
WAPCOS Limited
1st Floor, Plot no. 148, Sector-44,
Gurugram, Haryana – 122003

Sub: Financial Bid for Subject: Submission of Bids for “-----”

Dear Sir,

With reference to this Tender Document, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Work. The Bid is unconditional and unqualified.

1. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the work cost and implementation of the work.
2. I / We shall keep this offer valid as period specified in the NIT.
3. I / We hereby submit our FINANCIAL BID and Cost as filled in GeM portal for undertaking the aforesaid work in accordance with the quality parameters of furniture items as specified in Bidding Documents.
4. I / We hereby submit that the cost quoted for each item of furniture are as per the standard prices of OEM. The furniture items considered for the supply are best in quality and its quoted rates are equivalent to the estimated rates given in the tender document.

Yours faithfully,

Date:

**(Signature and Stamp
of the Authorized signatory))**

Place:

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

DECLARATION BY THE OEM

This is to certify that We, M/s, in submission of this offer confirm that:-

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through each & every section of the tender document for the work **<mention Name of Work>**.

1. Our tender is offered taking due consideration of all factors mentioned in tender documents.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer/ Principal Employer.
3. We also agree to procure Plants and Machineries at our cost required for the work. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
4. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
5. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
7. We are financially sound and have not applied or be under corporate debt restructuring.
8. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.
9. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
10. I / We shall keep this offer valid as period specified in the NIT.
11. I / We hereby submit our FINANCIAL BID and Offer Cost for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. In the event of my/ our being declared as the Selected OEM, I/we agree to enter into a Agreement in accordance with the format of Contract Agreement. We agree not to seek any changes in the aforesaid format of Contract Agreement and agree to abide by the same.

Certificate:

It is certified that the information given in the enclosed bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

[TO BE SUBMITTED ON LETTER HEAD OF STATUTORY AUDITOR/ OEM CHARTED ACCOUNTANT]**FORM-A: FINANCIAL INFORMATION**

Years	Gross Annual turnover	Profit/Loss (After Tax)	Net worth
2020-2021			
2021-2022			
2022-2023			
2023-2024			
2024-2025			

1. Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s(Name & address of OEM), as submitted by the OEM to the Income Tax Department.
2. It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/s(Name & Registered address of OEM), as on(the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).

Date:**(Signature of Statutory Auditor/ OEM
Chartered Accountant with Seal)****Place:****UDIN No. :**

[TO BE SUBMITTED ON LETTER HEAD OF ISSUING BANK]

FORM- B: SOLVENCY CERTIFICATE

To
WAPCOS Limited,
76-C, Institutional Area,
Sector-18, Gurugram, Haryana

This is to certify that .M/s.....(name of OEM & address)..... as a Customer of our Bank Account are/ is respectable and can be treated as good for any engagement up to a Limit of Rs. (Rupees.....) for the work of WAPCOS Tender for <Name of Work.....>.

(Signature for The Bank)
Name of Bank Official:.....
Designation:

NOTE:

1. Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The language of this Form may be changed as per the standard format of Bank at the place of “.....”, without affecting the objective.
2. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extension of date for bid submission, if any
3. Solvency Certificate shall be **specific to this Bid submission only and mentioning the name of the work/project.**
4. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate
5. **This Certificates will be verified from the issuing authority by WAPCOS during process of Technical Evaluation**

(TO BE SUBMITTED ON LETTER HEAD OF OEM)**FORM- C: STRUCTURE & ORGANISATION****Name of Work: “-----”**

S.No.	Particulars	Details
1.	Name & Registered Address of Corporate Office of OEM	
2.	Official Website of OEM	www.....
3.	Address and Email on which Correspondence will be made during Tendering & after Award of Work	
4.	Telephone no./Telex no./Fax no./ Mob. No.	
5.	Legal status of the OEM (attach copies of document defining the legal status) (a) A Proprietary Firm (b) A Partnership Firm (c) A Limited Company or Corporation (d)A Company registered under company's Act 1956/2013	
6.	Names and Titles of Directors with designation as per Legal Status of OEM	
7.	Designation of Senior Level Officers authorized to act for this work	
8.	Any other information considered necessary but not included above.	

Date:**(Signature and Stamp
of the Authorized signatory)****Place:**

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

FORM-D: NO-CONVICTION CERTIFICATE

Name of Work: "-----"

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been convicted by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

FORM-E: NO DEVIATION CERTIFICATE

Name of Work: “-----”

This is to confirm that as per Tender conditions we have visited the building and its location before submission of our Offer and noted the job content upto installation of furniture with best fit in the schools, hostels and other areas where furniture is to be installed. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

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

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

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

(TO BE SUBMITTED ON LETTER HEAD OF OEM

FORM-F: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT

Name of Work: “-----”

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.

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

**FORM-G: UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL
RULES-2017**

Name of Work: “-----”

I / we(Name of the OEM)
well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR),
2017 on procurement from country which shares a land border with India.. I/ we hereby
certify that we are eligible to participate in the tender as per Rule 144 (xi) In The General
Financial Rules (GFR), 2017

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

(TO BE SUBMITTED ON LETTER HEAD OF OEM)

FORM-H: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT

Name of Work: “-----”

We..... (Name of OEM) hereby confirm that we will follow the Make in India Policy and its Guidelines at the time of execution of subjected work. We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy and will achieve the minimum local content target of 50%.

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

[UPLOADED SCANNED COPY MUST BE ON LETTER HEAD OF OEM]

**FORM-I: PERFORMANCE OF WORKS AWARDED BY WAPCOS
(COMPLETED & ONGOING)**

Name of Work: “-----”

This is to certify that our OEM is engaged in following ongoing works of WAPCOS and was engaged in following completed works (completed after 30.06.2019) as detailed below

SN	Name of Project	Location & state	Date of Award	Award Value

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

NOTE:

1. If OEM is not engaged by WAPCOS ever, then **OEM will submit above information as NIL** and their bid will be considered during evaluation.
2. If OEM is engaged in various works of WAPCOS, then it is mandatory **to disclose the same for the maximum 3 nos. completed and ongoing works in WAPCOS** in above format. In this condition, OEM will submit format FORM I(a) regarding performance of the OEM for completed and on-going works duly certified from the each concerned WAPCOS Official for each works. The same will be verified from the concerned WAPCOS Official. If the performance of the OEM is not satisfactory in any parameter of “Performance” mentioned in Form- I(a), then his bid will not be considered for evaluation.

[On Letter Head of WAPCOS]**FORM-I (a): FORMAT FOR PERFORMANCE OF WORKS AWARDED BY WAPCOS
DULY CERTIFIED BY WAPCOS OFFICIAL****Performance Certificate**

Sn o	Details	Particulars	
1.	Name of Work / Project & Location		
2.	Name of OEM		
3.	Awarded Cost	Rs.	
4.	Date of Start		
5.	Actual Date of Completion		
6.	Physical Progress on the date of publication of Tender		
7.	Performance Parameters:		
	a) Complaint regarding quality of work from client/ WAPCOS	No (satisfactory)	Yes (not satisfactory)
	b) Progress of Work	(satisfactory)	(not satisfactory)
	c) Timely Completion	Yes (satisfactory)	No (not satisfactory)

Note: This certificate is being issued by WAPCOS on the request of M/s..... (Name of OEM) for participation in WAPCOS tender. This certificate is not valid for any Legal/ Arbitration proceedings & financial claims for the work mentioned above at SNo.-1

**(Signature, Name and Designation of
the Nodal officer of WAPCOS)**

(TO BE SUBMITTED ON BIDDER LETTER HEAD)**FORM- J: BID CAPACITY****Name of Work:** "-----"**Available bid capacity = $A \times 1.5 \times N - B$** **Where,**

A = Maximum value of furniture works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the work in question.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.

Existing Commitments & on-going works details:

Description of work	Location	Contract no.	Name of address of Client	Value of Contract (Rs. Cr.)	Stipulated period of completion	Value of remaining work (Rs. cr.)	Anticipated date of completion

NOTE:

The bidder shall furnish statements showing the value of existing commitments and on-going works as well as stipulated period of completion remaining for each of the works separately.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.

Date:**(Signature and Stamp
of the Authorized signatory)****Place:**

[UPLOADED SCANNED COPY MUST BE ON LETTER HEAD OF OEM]

Form-K: Undertaking for owning the Plants & Machineries

Name of Work: <.....>

I / we(Name of the OEM) certify that following Machinery are available in our manufacturing unit and own the ownership for the same.

- CNC Machine for designer cutting
- Hydraulic CNC tube Bending Machine
- MIG Welding machine
- Laser Cutting Machine
- NC bending Machine
- Powder coating Booth and furnace

Date:

**(Signature and Stamp
of the Authorized signatory)**

Place:

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

To,
WAPCOS Limited,
76-C, Sector 18,
Institutional Area
Gurgaon, Haryana-122015

Sub: Integrity Pact for <.....Name of Work >

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

**(Signature and Stamp
of the Authorized signatory))**

Place:

Enclosure-I
INTEGRITY AGREEMENT
[To be submitted on Stamp paper of at least Rs.100]

This Integrity Agreement is made on the ____ day of ____ 20____ between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office _____ at 5th floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of OEM & Address) _____ (hereinafter called "OEM" of the other part).

Preamble

WHEREAS the WAPCOS has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **<insert name of work>** hereinafter referred to as the "Contract".

AND WHEREAS the WAPCOS values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its OEM(s) / Bidders

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

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

Article 1: Commitment of the WAPCOS

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

be a substantive suspicion in this regard, the WAPCOS will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.

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

Article 3 : Consequences of Breach

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the WAPCOS after giving 14 days notice to the bidder /contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the WAPCOS. Such exclusion may be forever or for a limited period as decided by the WAPCOS.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the WAPCOS has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the WAPCOS apart from exercising any legal rights that may have accrued to the WAPCOS, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the WAPCOS obtains knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of IPC Act, or if the WAPCOS has substantive suspicion in this regard, the WAPCOS will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6 : Duration of the Pact

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

Article 7 : Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the WAPCOS, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the bidder/Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8 : LEGAL AND PRIOR RIGHTS

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the OEM	For and on behalf of Employer
-------------------------------------	--------------------------------------

NAME _____
Designation

NAME _____
Designation

in the presence of witness:

in the presence of Witness

1 _____

1 _____

2 _____

2 _____

(TO BE SUBMITTED ON LETTER HEAD OF OEM)**FORM-M: UNDERTAKING FOR AUTHORIZED DEALER/SERVICE PROVIDER****Name of Work: < Insert name of Work >**

I / we (Name of the OEM) hereby certify that (Name of Firm) is the Authorized Dealer/Service Provider for the above-mentioned work. The GST certificate and TDS details as reflected in TRACES FORM 26AS are true, correct, and genuine. The details of Authorized Dealer/Service Provider are as follows:

S. N.	Particulars	Details
1.	Name of Firm	
2.	Owner of Firm	
3.	Address and Email on which Correspondence will be made during Warranty period	
4.	Telephone No. / Mob. No.	
5.	GST No. Note: Attach Authorized Dealer/Service Provider GST certificate	

Note: This undertaking shall remain valid for the entire warranty period of the supplied items.

Date:**(Signature and Stamp
of the Authorized signatory)****Place:**

SECTION – IV

TERMS OF REFERENCE

SECTION – IV TERMS OF REFERENCE

1.0 DEFINITIONS

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- The “**Contract**” means the documents forming the tender and acceptance thereof and the formal Agreement executed between the WAPCOS and the OEM, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- “**Employer**” shall mean WAPCOS Limited/ WAPCOS, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work as mentioned in NIT, having their Registered office at 5th floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India & include Engineer-in-charge, Project Manager, their successors & permitted assigns as well as their authorized officer / representatives. WAPCOS Limited is a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
- “**Principal Employer/Owner**” **National Education Society for Tribal Students (NESTS)** who has appointed WAPCOS Ltd. as Project Management Consultant for the work mentioned in NIT.
- “**OEM**” shall mean the Original Equipment Manufacturer or Company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute Works and have their own Manufacturing Unit for manufacturing of furniture.
- “**Bidder**” shall mean the Original Equipment Manufacturer who is participating in the bidding process.
- “**Work**” means as mentioned in NIT.
- “**Site and location**” means the land/or other places on, into or through where furniture is to be supplied and installed under the contract as mentioned in NIT.
- “**Engineer-in-Charge**” means the Officer appointed by WAPCOS who shall direct, supervise and sign the Contract Agreement on behalf of WAPCOS, for the purpose of Contract or his duly authorized representative.
- “**Work Manager, WAPCOS**” shall mean the officer appointed by WAPCOS to supervise the works at site on behalf of WAPCOS and Authorized by the Engineer-in charge.
- “**Tendered Amount**” means the value as quoted by the OEM during bidding process including GST.

- **“Tendered Value”** means the value of work as stipulated in the letter of award including GST.
- **“Contract Price”** means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract including GST.
- **“Date of Commencement of Work”**: The date of commencement of work shall be the date of start as specified in Letter of Award or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- **GST** means Goods & Service Tax- Central, State and Inter State

2.0 PERFORMANCE SECURITY

- i. The OEM shall submit an irrevocable **Performance Security of 5% (Five percent) of the “Tendered Value” as per Annexure- III** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Special Conditions of Contract on written request of the OEM stating the reason for delays in procuring the Performance Security, to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Cash (in case Security amount is less than Rs. 10,000/-) or Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the OEM to the WAPCOS as part of the performance Security and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the OEM and the OEM shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.
- ii. The Performance Security shall be initially valid up to period of 90 days beyond the date of completion agreed plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the OEM shall get the validity of Performance Security extended to cover such enlarged time. The performance Security shall be refunded to the OEM without interest, after 1 years of successful completion of installation and commissioning of furniture & Kitchen Equipemnt or 1 year after Completion of the project Construction of Eklavya Model Residential School (EMRS), as recorded by NESTS, whichever is later.
- iii. The Engineer-in-Charge shall make a claim under the performance Security except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- iv. Failure by the OEM to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.

Failure by the OEM to pay WAPCOS any amount due, either as agreed by the OEM or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance Security shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

3.0 SECURITY DEPOSIT / RETENTION MONEY

The OEM whose tender(s) may be accepted shall permit WAPCOS at the time of making any payment to OEM for work done under the contract to deduct a sum at the rate of 5% from each running and final bill excluding GST. No interest shall be paid on the amount so deducted.

The Security Deposit as deducted above shall be released after 3 years of successful Completion of the project Construction of Eklavya Model Residential School (EMRS) as recorded by NESTS.

4.0 COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE

If the OEM fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under purview of the Contract on account of such breach, pay compensation for delay i.e. Liquidity Damage, a sum not less than 2.0% (Two percent) of the Tendered Value as aforesaid for each week and limited to 10% of the Contract Price.

In case Liquidity Damage imposed by Principal Employer to the work at any point of time, then full amount of Liquidity Damage (10% of the Contract Price) will be recovered from the up-coming interim bills/ final bill. If the amount of up-coming interim bills/ final bill is less than the amount of Liquidity Damage, then balance amount of Liquidity Damage will be recovered from the Performance Security, Security Deposit and any other financial deposit of OEM with Employer.

5.0 COMPLETION PERIOD

The completion period will be 75 days from the date of award of the work. The OEM will make all efforts to complete the work in given period of time. The record date of completion shall be successful completion of installation of furniture work or Completion of the project Construction of Eklavya Model Residential School (EMRS) as recorded by NESTS, whichever is later.

6.0 Payment Terms

- The full payment shall be made after successful installation of particular furniture item of work mentioned in Bill of Quantities at site and after submission of running invoices duly signed and verified by the Project Manager, WAPCOS and approved by the Engineer-in Charge.
- The OEM will submit bill including GST for the work as per following payment terms.

On supply of furniture/kitchen	50% cost of the furniture/equipment
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equipment at Eklavya Model Residential Schools	consideration, as mentioned in Schedule Quantities.
On Successful/satisfactory Installation of furniture/ kitchen equipment	30% cost of the furniture/equipment consideration, as mentioned in Schedule Quantities
On overall testing and commissioning or handing over of the furniture/ kitchen equipment to the Employer/ Owner, whichever is later	20% cost of the furniture/equipment consideration, as mentioned in Schedule Quantities
Note: The safety & security of the furniture / kitchen equipment up to handing over will be the responsibility of OEM	

- **The OEM will submit Tax Invoice for the completed works of furniture as per tender condition. The Tax Invoice will be billed to WAPCOS limited on address, WAPCOS Limited, Ward No-31, I-21, Park Avenue, Sunni Hanfi Masjid, Anupam Nagar, Raipur, Chhattisgarh, 492007, GSTIN/UIN-22AAACW0764A2ZY OR may also be changed after award of work as per Govt. norms.**
- The full payment will be made according to the actual installed quantities by the OEM in respect of Bill of Quantities.
- The OEM acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM), WAPCOS is only working as intermediary between NESTS being Principal Employer. Thus the OEM unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from NESTS being Principal Employer. The OEM also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM) is not received from NESTS, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to OEM. The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to OEM).
- All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.

7.0 Insurance

The goods supplied under the fully insured in Indian Rupees against lost/theft/ damage incidental to manufacture or acquisition/ transportation, storage/ delivery, the insurance shall be obtained by the in an amount equal to 100%of the value of goods from warehouse to Project site on all risk basis including war risks and strikes.

8.0 Safety & Security Measures

The OEM will take all the safety, security measures and insurance etc. of the workers/labourers involved in the works as per the standard guidelines of the CPWD Works Manual 2022.

9.0 Disputes Resolution

9.1 GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES

9.1.1 Governing Law: This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

9.1.2. Exclusive Jurisdiction: Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience.

9.1.3. Exclusion of arbitration & consensual ADR: The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (eg., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 9.2.3 below.

9.1.4. The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

9.2. STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

9.2.1. Tier-I: Dispute resolution by Engineer-in-Charge (EIC)

9.2.1.1. Notice of Dispute: Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

9.2.1.2 Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers, vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.

9.2.1.3. EIC's Decision: The EIC shall examine the matter, including through joint site verification of expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

9.2.1.4. Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

9.2.2 Tier-II: Departmental Review Committee (DRC)

9.2.2.1. Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

9.2.2.2. Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

9.2.2.3. Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

9.2.3 MANDATORY PRE-LITIGATION MEDIATION

9.2.3.1. Obligation to Mediate: Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

9.2.3.2. Mediation Parameters: Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

9.2.3.3. Approval of Settlement: Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

9.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

9.3.1. Exhaustion of Remedies: A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

9.3.2. Mandatory Pleadings: Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.

9.3.3. Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

9.4 GENERAL PROVISIONS

9.4.1. Severability: If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.

9.4.2. Amendment: This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.

9.4.3. Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

10.0 Additional Conditions

- The OEM shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Project Management Group (PMG) constituted by the NESTS or by the Building Works Committee or third party agency by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress of works up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Project Management Group (PMG) constituted by the NESTS, Building Works Committee or authorized representative of WAPCOS or third party authorized by WAPCOS/ NESTS or any statutory committee, will be carried out or replaced/ modified by the OEM at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement
- The work shall be executed as per Indian Standard Specification, Code(s) of practice of Bureau of Indian Standards (formerly ISI) or any such other specifications as may be decided mutually by the WAPCOS and NESTS.
- If any type of the miss-happening during the execution of work (i.e. Injury /Mobilization/Loss/Losses in Transportation/ losses in Installation /Theft etc.) & the responsibility of skilled & un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by OEM.
- The OEM shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works
- OEM should hand over the warranty of the branded/ specialized items of furniture.
- In case of any inconsistency between clauses, the clause favorable/ beneficiary to the Work will prevail which will be decided by the owner and WAPCOS.

11.0 Conditions of Contract

The Conditions other than above, if arises during execution of work will be governed by the General Conditions of Contract as per CPWD Works Manual 2022.

Annexure – III**(To be submitted on non-judicial stamp paper of Rs. 100)****FORMAT FOR PERFORMANCE BANK GUARANTEE**

**To,
The WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurugram, Haryana-122015.**

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (OEM's name & address) (hereinafter referred to as "the OEM" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the OEM, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the OEM having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (5% of the said value of the Contract to the Employer).

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the OEM. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the OEM and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the OEM or any other course or remedy

or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

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

Notwithstanding anything contained herein

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

Dated this _____ day of _____ at New Delhi.

Authorized Signatory of Bank

Signature

Signature

Name.....

Name.....

Signature Code/ S.S no.

Signature Code/ S.S no.

.....

SECTION – V

SCOPE OF WORK

SECTION-V

SCOPE OF WORK

1.0 General

WAPCOS Limited, a “MINI RATNA-I” Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India, has been entrusted with the role of Project Management Consultant (PMC) for the execution of the Construction of Eklavya Model Residential Schools (EMRS) at **Manpur-II, District Rajnandgaon, Chhattisgarh**. The project is being implemented on behalf of the National Education Society for Tribal Students (NESTS), under the Ministry of Tribal Affairs, Government of India.

To ensure that each campus of the EMRS provides a conducive, functional, and aesthetically pleasing environment for students and faculty, it is imperative that the furniture supplied and installed at these institutions adheres to the highest standards of design, material quality, durability, and finishing.

The furniture shall be sourced from approved and reputed Original Equipment Manufacturers (OEMs) possessing proven capabilities in precision fabrication, high-grade finishing, and quality control. All items shall exhibit excellent craftsmanship ensuring smooth edges (without sharp corners), sound welds, well-finished joints, superior engineered wood, and high-quality fixtures such as locks, hinges, and handles.

The supply and installation of furniture at each location shall commence only upon written approval (“Go-Ahead”) from WAPCOS, which will be granted after assessing the physical progress of civil works to ensure site readiness and to prevent potential damage or wear and tear to the furniture during ongoing construction.

2.0 Scope of Work for Furniture

The scope of work under this contract shall encompass the design validation, manufacturing, supply, and installation of factory-made furniture strictly in accordance with the Bill of Quantities (BoQ) and reference images provided.

The specifications of each item shall be governed by a holistic combination of details contained in the BoQ and accompanying images. The selected OEM shall prepare and present one sample of the following furniture items for inspection and approval by WAPCOS/ NESTS representatives at the OEM’s manufacturing facility prior to initiating bulk production:

- 1) Dual Desk of Seat Height 450mm -1 nos.
- 2) Office Table -1 nos.- (Note: The quality, materials, Engineering wood, locks, handles & finishing of Principal Table, Vice Principal Table, Teachers table, meeting table, Library table should be judged at site as per quality, materials, Engineering wood, locks, handles & finishing of the sample of Office Table)
- 3) Computer Work Station - 1 nos.
- 4) One side book shelf - 1nos
- 5) Steel Bed- 1 nos

- 6) Metal Table with integrated storage– 1 nos
- 7) 6 seater SS top fixed canteen table (1800mm X 750mm) – 1 nos. (Note: The quality, materials, Stainless Steel & finishing of 8 seater SS top fixed canteen Table should be judged at site as per quality, materials, Stainless Steel & finishing of sample of 6 seater SS top fixed canteen table)
- 8) Lab Stool – 1 nos.
- 9) Chair without arm of size 420 mm(W) X 410mm (D) X 440 (H) - 1 nos.
- 10) Chair without arm of size 480W x 420D x 820H - 1 nos.
- 11) Personal Locker Unit – 1 nos.
- 12) Melamine surface non-magnetic chalk board of size 2350 mm x 1150 mm - 1 nos.

Approval of Samples

WAPCOS and NESTS reserve the absolute right to reject any sample that fails to meet the requisite standards of material, workmanship, aesthetics, or finishing. In the event of such rejection, the OEM shall be permitted one additional opportunity to produce a revised sample. Failure to meet expectations upon the second attempt shall render the contract liable for termination, and the OEM shall have no right to claim compensation or relief on any grounds arising from such termination.

Upon approval, each sample shall be signed and authenticated by WAPCOS/NESTS representatives. The approved samples shall be preserved as reference sample, and any design modification or colour alteration suggested during the inspection shall be incorporated before dispatch to the respective sites.

Approval of the sample furniture by WAPCOS/NESTS does not absolve the OEM of their responsibility for ensuring compliance with all quality standards, manufacturing processes, fixtures, and test certifications as stipulated in the tender documents.

Sample Handling and Site Reference

The OEM ensures a consistent quality benchmark across all EMRSs. The bulk-supplied furniture at each site shall be matched and compared against the approved reference samples. Should any deviation in finish, material, or workmanship be observed, the entire batch shall be subject to rejection by the Engineer-in-Charge.

The preserved samples shall be counted as part of the BoQ quantity for EMRS. Adjustments to the transportation sequence may be made, if necessary, as per the site conditions and directions of the Engineer-in-Charge.

Design Verification and Site Coordination

Prior to commencing bulk manufacturing, the OEM shall conduct site verification visits at each campus to confirm actual dimensions and layouts, as the sizes of certain furniture items may need adjustment based on the position of RCC columns, electrical conduits, and switches. The OEM shall ensure that furniture design and placement do not obstruct existing electrical fittings or architectural elements.

Any necessary design adjustments due to site constraints shall be executed at the OEM's own cost, without entitlement to additional payment. Such considerations must be accounted for during the rate-quoting stage.

Factory Inspection

WAPCOS reserves the right to inspect the OEM's manufacturing facility at any stage of production to verify adherence to approved standards and tender requirements. The OEM shall provide full access and cooperation for such visits, including arrangements for the travel, boarding, and lodging of up to four officials, the cost of which shall be borne entirely by the OEM.

If WAPCOS/NESTS opt not to depute their representatives for inspection, the OEM shall still ensure that all manufacturing, testing, and quality control activities are conducted in strict conformity with the specifications and shall designate its own representative to oversee the process.

Variations and Modifications

The furniture shall be manufactured, supplied, and installed strictly in accordance with the BoQ and tender images. The quantities mentioned in the BoQ are subject to variation as per client requirements or directions from WAPCOS / NESTS, without any alteration in the quoted unit rates, which shall remain firm and binding.

The selected OEM may propose design enhancements or refinements based on professional experience, provided these remain equivalent or superior in appearance, durability, and functionality to the original design.

3.0 Guarantee for Termite Free Furniture

The OEM shall provide the Guarantee Bond for Anti termite treatment on Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate for 03 years to be reckoned from the date of Completion of the project Construction of Eklavya Model Residential School (EMRS) as recorded by NESTS. This Guarantee Bond for Anti termite treatment shall be submitted by OEM with final bill as per **Annexure-IV**.

4.0 List and Makes for Furniture Material

List of makes of materials to be used in manufacturing of particular furniture items are as below:

S.N	MATERIAL	MAKE
1	Engineered wood	Archidply, Century, Action Tesa, Duro
2	Plywood	Archidply, Century, Greenply, Merino, Duro
3	Laminates	Archidply, Century, Greenlam, Merino
4	Hinges/ Sliding Channels/ Locks	Hettich, Ebco, Hafele, Ozone, Kich, Godrej, Harrison
5	Adhesive	Pidilite, Jivanjor, Araldite
6	Structural / Tubular Steel	Tata , Sail, RINL, Jindal, APL Apollo
7	Powder Coating Paint/Polish/ Primer	Akzonobel, Asian, Berger, Asian, Dulux, Nerolac, ICI

Note: Make of material which are not mentioned in above list shall be approved from WAPCOS / NESTS before procurement.

5.0 Scope of Work for Kitchen Equipment

The scope of work under this contract shall encompass the design validation, supply, and installation of factory-made Kitchen Equipment strictly in accordance with the Bill of Quantities (BoQ) and reference images provided.

The specifications of each item shall be governed by a holistic combination of details contained in the BoQ and accompanying images.

The selected bidder shall present various catalogues of kitchen equipment manufacturers along with detailed specifications etc. as per List of make or Equivalent before supply & installation of kitchen equipment for approval by WAPCOS/ NESTS. The specification of Kitchen equipment shall match with the BOQ specification and may be more than the required specifications. If specifications are on higher no additional payment will be made.

The Kitchen Equipment shall be supplied, and installed strictly in accordance with the BoQ and reference images. The quantities mentioned in the BoQ are subject to variation as per client requirements or directions from WAPCOS / NESTS, without any alteration in the quoted unit rates, which shall remain firm and binding.

The selected bidder may propose design enhancements or refinements based on professional experience, provided these remain equivalent or superior in appearance, durability, and functionality to the original design.

5.1 Make for Kitchen Equipment

List of makes of Kitchen Equipment materials are as below:

S.N	Particular	MAKE
1	Kitchen Equipment	Triune Kitchen Solutions, Alister Equipments, Hi-Tech Innovations, , Gilly Professional Kitchens, RRR Total kitchen solutions, RG Incorporation, Shreemanek, Vishvakarma Techno Steel Or Equivalent

5.2 Guarantee / Warranty certificate for Kitchen Equipment

The Bidder shall provide the Guarantee / warranty certificate from the Kitchen Equipment manufacturer(s) for minimum 03 years from the date of installation and commissioning of Kitchen Equipment

6.0 TEST CERTIFICATES

OEM shall provide Manufacturer's Material Test Certificate for the materials / makes which will be used for manufacturing of furniture and Kitchen Equipment.

As per tender conditions, all Mild Steel surface of furniture should be epoxy powder coated & oven baked at temperature above 200 degree Celsius to provide scratch resistant surface coating film of 45-50 micron thickness.

The OEM will ensure the all the Stainless Steel grades mentioned in the BOQ mostly in kitchen equipment will match with material of supplied kitchen equipment. If any discrepancy found, then particular item will be replaced by the OEM.

Any Material Test to check the quality as suggested by WAPCOS/ NESTS/ Third Party Agency deployed by the NESTS shall be carried out by OEM and expenditure towards the testing will be borne by the OEM. If any discrepancy found in test results of material of furniture & kitchen equipment, then particular item will be replaced by the OEM.

7.0 WARRANTY PERIOD

- The OEM shall certify that no sub-standard materials have been used in the work and shall provide Service warranty for furniture & kitchen equipment of minimum 3 years from the date of Completion of the project Construction of Eklavya Model Residential School (EMRS) as recorded by NESTS.
- If any major defect appears in the furniture & kitchen equipment, then it will be replaced during the warrantee / guarantee by the OEM free of cost & nothing shall be paid extra on any account.
- Any defects or other faults which may appear within warrantee / guarantee period from the date of successful installation of furniture & kitchen equipment shall be rectified promptly on notification in writing by the WAPCOS in this regard and repairs or replacement will be carried out with the materials identical to the original.

8.0 Other Conditions

- Each furniture item / Kitchen Equipment should be packed in separate cartoons designed for particular furniture by OEM with proper use of Thermocol, Polythenes for the safety during transportation and keep the finishing as was in the factory at the time of finishing. The loose furniture item / Kitchen Equipment without any cartoon packing will be rejected and will be returned to OEM
- Furniture agency shall fix the 3D logo of OEM on each furniture item manufactured at OEM factory. It is mandatory and furniture without the 3D logo of OEM will not be taken over, as logo of OEM depicts the brand name and quality of furniture.
- Any modification required in the supplied furniture items shall be made by OEM as per the requirement and final placement of furniture at particular location. The Gang box, switches, electrical wiring and its connection from the nearby available resources shall be installed by OEM for effective use of all supplied furniture items as per the direction of Engineer-in charge and the officials of NESTS. No additional cost in this regard will be paid to the OEM, hence OEM shall quote the rates for each furniture item accordingly.

9.0 IMAGES OF FURNITURE & KITCHEN EQUIPMENT

The OEM shall work in accordance with the attached reference images for the work of installation of Furniture & Kitchen Equipment.

Annexure-IV
(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate)
FORMAT FOR GUARANTEE BONDS FOR ANTI-TERMITE TREATMENT
To Be Executed by OEM for Anti Termite Treatment after Completion of Work

This Agreement made on this ____ day of _____ 20__ between _____
 (Name of OEM & address) _____ (hereinafter called the OEM / GUARANTOR of
 the one part) and the _____(hereinafter called Principal
 Employer/Employer of the other part) for Anti Termite Treatment Works for Supply &
 Installation of Furniture for Eklavya Model Residential School (EMRS) **<insert name of
 work >**

WHEREAS This Agreement is Supplementary, to a Contract (hereinafter called the
 Contract) Contract no. _____ dated _____ and made
 between the _____ (Name of OEM) and WAPCOS LIMITED,
 5th floor, Kailash Building, 26, K. G. Marg, New Delhi, whereby the OEM, inter alia,
 undertook to render the wooden work in the said contract recited completely Termite proof.

THE GUARANTOR hereby guarantee that the anti-termite treatment given by him will
 render the wooden works completely Termite proof and the minimum life of such Anti-
 Termite treatment shall be 03 (Three) years from the date of Completion of the project
 Construction of Eklavya Model Residential School (EMRS) as recorded by NESTS.

During the period of guarantee the Guarantor shall make good all defects and in case of
 any defects being found render the wooden works termite proof to the satisfaction of the
 Principal Employer at his cost and shall commence the work for such rectification within
 seven days from the date of issue of notice from the Principal Employer calling upon him to
 rectify the defects, failing which the work shall be got done by the Principal Employer
 through some other Agency at the Guarantor’s cost and risk. The decision of the Principal
 Employer as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti-termite works, or commits breach thereunder
 then the guarantor will indemnify the Principal and his successor against all loss, damage,
 cost of expenses or otherwise which may be incurred by him by reason of any of any default
 on the part of the GUARANTOR in performance and observance of this Supplementary
 Agreement. As to the amount of loss and / or cost incurred by the Principal Employer on the
 decision of the Principal Employer will be final and binding.

IN WITNES WHEREOF those presents have been executed by the GUARANTOR
(Name and Designation who sign the Contract) on behalf of
(Name of OEM) and Principal Employer on the day, month and
 year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the OEM	For and on behalf of the Principal Employer/Employer
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NAME _____
 Designation _____

NAME _____
 Designation _____

in the presence of witness:

1 _____

2 _____

in the presence of Witness

1 _____

2 _____

SECTION- VI

FINANCIAL PROPOSAL

Section-VI

Financial Proposal

The Detailed Bill of Quantity for furniture and kitchen equipment of Eklavya Model Residential School (EMRS) Manpur-II, District Rajnandgaon, Chhattisgarh is given in next page:



Note regarding fill of Financial Proposal on GeM Portal: -



- The Rate up to zero decimal place is to be filled in GeM Portal.
- Rates quoted by the OEM shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, transportation, testing & commissioning and other associated cost. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the OEM, from time to time. GST shall be payable extra as per prevailing rate. It is mandatory to OEMs to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal “to avail Input benefit of GST.
- The OEM shall issue Tax Invoices to the Employer showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to OEMs to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal “to avail Input benefit of GST”.
- The Employer shall be performing all its duties of deduction TDS and other deduction on payment made to the OEM as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

SECTION- VII

BILL OF QUANTITIES (BOQ)

Bill of Quantity for EMRS MANPUR-II

Item No	Specification	Items	Sample Image	Quantity	Unit
1	<p>Duplex Bunk Bed</p> <p>(W)2100(D)915*(H)2400*bed staead (H) 400* Tier (H) 915 mm</p> <p>Bed Frame : Bed frame assemblies 2 nos are welded of side frame & inner slat. The side frame assembly are of rect. Tube 50.8*25.4*1.25mm assembly inner slat is sq . Tube of 25.4*1.2 mm thk MS ERW tube is 7138 grade</p> <p>Head board & Tail Board: Head board & tail board are made up of SQ pipe 38.1*1.6mm thk SQ 25.4*1.2mm thk MS ERW IS: 7138 grade support bracket 3.2mm thk MS sheet IS:513 and connect with bed frame with m8 Nut & Bolt</p> <p>Mosqito rod : Mosqit rod of 19.0*1.0mm thk ms erw tube to be fit in 22-1.0 mm thk ms ERW tube & both tube is of IS: 7138 grade hook is provided at the top of all rod</p> <p>Ladder asly : Ladder is made up od rect 50.8*25.4*1.2mm THK & SQ 25.4*1.2mm thk ms erw tube is 7138 & Connected with bed frame</p> <p>side support : side suppot is made of 25.4*1.2mm thk 9*1.2mm tube connected with bed frame using M8 nut & bolts</p> <p>cladding : 12mm Thk ply</p> <p>Finish : epoxy polvester powder coated color (as per work order) DFT 60 Micron min</p>	Duplex Bunk Bed		121	Each
2	<p>Metal Table with Integrated Storage 1750(L) x 600(W) x 750(H) for two students</p> <p>Work Top Shall be made up of 25mm thick Prelam (OSL) particle board confirming to IS 12823: 1990 with post formed edge moulding on one side and 2 mm thick Machine pressed PVC edge banding glued with industrial adhesive and monolithically diffused with board on other three sides.</p> <p>Supporting Strucure of table top consits of 4 vertical Legs of ERW tube 40 x40 x 1.6 mm and one storage unit at middle. The vertical legs are connected with 2 cross horizontal members of size ERW Tube of 40 x 40 x 1.6 mm provided at top a. The table shall have provisions of foot rest made up of 25 x25 x1.2 mm ERW pipe fitted in between two vertical legs and also support the storgae unit & acts as bracing member. All ERW pipes are pipe shall to confirm to IS grade IS 4923 and shall be finised with epoxy polyster powder coated DFT 50-60 Micron Confirming IS 13871:1993.</p> <p>Drawer Unit: SPECIFICATIONS :-</p> <p>Table shall have 2 numbers of Metal Storage consiting of Shutter of size consiting of 350 (W) x 550 (D) x 280 (H) mm Pad Lock provision . All metal component including shutter and Shelf shall be made of 0.8mm thick CRCA confirm to IS grade IS 4923 and shall be powder coated with epoxy powder coating of 50 micron DFT Confirming IS 13871:1993.</p>	Metal Table with Integrated Storage 1750(L) x 600(W) x 750(H).		80	Each

Item No	Specification	Items	Sample Image	Quantity	Unit
3	<p>Metal Table with Integrated Storage 900(L) x 600(W) x 750(H) for single student</p> <p>Work Top Shall be made up of 25mm thick Prelam (OSL) particle board confirming to IS 12823: 1990 with post formed edge moulding on one side and 2 mm thick Machine pressed PVC edge banding glued with industrial adhesive and monolithically diffused with board on other three sides.</p> <p>Supporting Structure of table top consists of 4 vertical Legs of ERW tube 40 x40 x 1.6 mm and one storage unit. The vertical legs are connected with 2 cross horizontal members of size ERW Tube of 40 x 40 x 1.6 mm provided at top a. The table shall have provisions of foot rest made up of 25 x25 x1.2 mm ERW pipe fitted in between two vertical legs and also support the storage unit & acts as bracing member. All ERW pipes are pipe shall to confirm to IS grade IS 4923 and shall be finished with epoxy polyester powder coated DFT 50-60 Micron Confirming IS 13871:1993.</p> <p>Drawer Unit: SPECIFICATIONS :- Table shall have 1 number of Metal Storage consisting of Shutter of size consisting of 350 (W) x 550 (D) x 280 (H) mm Pad Lock provision . All metal component including shutter and Shelf shall be made of 0.8mm thick CRCA confirm to IS grade IS 4923 and shall be powder coated with epoxy powder coating of 50 micron DFT Confirming IS 13871:1993.</p>	Metal Table with Integrated Storage		80	Each
4	<p>Supply and placing of chair with MOULDED PLY SHELL: The Nosh shell is made up of moulded ply in Veneer or Laminate finish.</p> <p>Shell Size - 420 mm(W) X 410mm (D) X 440 (H) X Thickness 12mm.</p> <p>UNDERSTRUCTURE: The Understructure is made up of Diameter 19 x 1.6mm thk and 2mm MS plate welded with it. Powder Coating done in Texture Metallic Silver Color having DFT - 50 to 80 micron.</p>	Chair without arm		240	Each