



Tender Document

For

“Empanelment of NABL accredited laboratories on L1 Rates for carrying out Field Material Quality Testing and Inspection (FMQI) of the Distribution Transformers procured by DISCOMs/TKCs under Revamped Distribution Sector Scheme (RDSS) in the State of AP & Puducherry along with loading-unloading & Pick-Drop facility”

WAP/GGN/INFRA/AP-PC/NABL Laboratory/September-2025

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NOTICE INVITING TENDER (NIT)

BID DATA SHEET
NOTICE INVITING e-TENDER (NIT)

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

1.	Name of Work / Project	:	“Empanelment of NABL accredited laboratories on L1 Rates for carrying out Field Material Quality Testing and Inspection (FMQI) of the Distribution Transformers procured by DISCOMs/TKCs under Revamped Distribution Sector Scheme (RDSS) in the State of AP & Puducherry along with loading-unloading & Pick-Drop facility”
2.	Site / Location	:	Andhra Pradesh & Puducherry
3.	Website for viewing tender	:	www.wapcos.co.in and CPPP Portal (https://eprocure.gov.in/eprocure/app)
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	CPPP Portal (https://eprocure.gov.in/eprocure/app)
5.	Estimated Cost (Details given in scope of work): -	:	Rs. 80 Lakhs including GST
6.	Cost of Tender Document	:	Rs. 5000/-
7.	Earnest Money Deposit (EMD)	:	Rs.1,60,000/- (Rupees One Lakh Sixty Thousands only) shall be deposited in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects in favour of “WAPCOS LIMITED” payable at New Delhi / Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.
8.	Performance Bank Guarantee	:	5% of Total Contract Value
9.	Project Completion Period	:	24 Months from the Date of Award
10.	Validity of Bid/Tender	:	180 Days from Bid Opening date
11.	JV/Consortium	:	Not allowed
12.	Site Visit	:	Bidder may visit the project site for his satisfaction before submitting the bid.
13.	Last date & time of Procurement / download of tender Document	:	_____ As per the condition of e- Tendering, the bidder must officially procure/ download the tender documents

			from the CPPP portal in order to bid before the date and time given for procurement.
14.	Pre-Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED, Gurugram) before 2 days of last tender submission date as mentioned in NIT.
15.	Offline Submission of Technical Document, Tender Fees and EMD etc. as detail in Tender for bidders.	:	As per CPPP Portal on Last date & time for online submission of Technical & Financial Bid, in the office of Senior General Manager (INFS-II), Systems Division, WAPCOS LIMITED 76-C, Sector-18, Institutional Area, Gurugram,
16.	Last date & time for online submission of Technical & Financial Bid	:	As per CPPP Portal
17.	Online opening of Technical Bid	:	As per CPPP Portal
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	Senior General Manager (INFS-II) Systems Division, WAPCOS LIMITED 76-C, Sector-18, Institutional Area, Gurugram, Haryana Email: commercial@wapcos.co.in sys@wapcos.co.in pkj@wapcos.co.in Contact No: 0124 239 7391 (Contact Person- Sh. Pankaj Sharma, Dy. Chief Engineer)
Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable): The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.			
The technical and financial bids shall be uploaded on the CPPP portal. If the office of WAPCOS LIMITED, Gurugram happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.			

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

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

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

Important Points

- (a) Joint Ventures are strictly not allowed.
- (b) All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non- responsive and shall be summarily rejected.
- (c) WAPCOS LIMITED reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against WAPCOS LIMITED for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- (d) No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- (e) 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.
- (f) It is hereby declared that WAPCOS LIMITED is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- (g) Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS LIMITED.

For and on behalf of WAPCOS LIMITED

**SENIOR GENERAL MANAGER (INFS-II)
SYSTEMS DIVISION
WAPCOS LIMITED, GURUGRAM**

SECTION-I: INSTRUCTIONS TO BIDDER

SECTION-I: INSTRUCTIONS TO BIDDER

1.1 Introduction

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

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

Tender Document:

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

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

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

Clarification of Bid Documents:

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

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

Amendment of Bid Document:

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

submit along with the submission of Bid as token of acceptance.

Preparation of Bids:

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

The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

1.2 Submission of Bids:

Online submission of Bid:

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

Technical Bid:

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain: Documentary evidence of having deposited the cost of bid document and EMD as per NIT. Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 7 of ITB and other requirements mentioned elsewhere in the Tender document.

Financial Bid:

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

Deadline for Submission of Bids:

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

Modification and Withdrawal of Bids:

The bidder may modify or withdraw their bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to WAPCOS LIMITED. The bid shall be modified / withdrawn on CPPP Portal. No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause-3.

Assistance to Bidders:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

Bid Submission:

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

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

Offline Submission by Bidder:

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

- i. Original EMD in the form as mentioned in NIT issued by the bank.
- ii. Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria” may be submitted in separate envelope.

Minimum Requirements at Bidder's end:

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

Microsoft Internet Explorer 7.0 or above

Digital Certificate(s) / CPPP Portal registration

1.3 Instruction to Bidder:

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

- a. The BoQ & Schedule of tests is given as Annexure-A. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.
- b. Bidders are advised to quote their rates including the Packaging, loading unloading & to and fro transportation of Samples i.e. Distribution Transformers between TKC site stores from each project area (District/Package in the vicinity of AP & Puducherry) and designated NABL accredited Laboratory as per the site conditions. No request for the Packaging, loading unloading & to and fro transportation shall be considered after the award of the work.
- c. Submission of a tender by a tenderer implies that the tenderer has read this notice and

all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.

- d. WAPCOS LIMITED desires that the bidders, suppliers, and Sub-contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS LIMITED, defines, for the purposes of this provision, the terms set forth below:
- i) “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii) “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv) “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v) Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.
 - vi) The party may be required to sign an Integrity Pact, if required; and WAPCOS LIMITED will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS LIMITED to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS LIMITED at the cost of the bidders.
 - vii) The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS LIMITED will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 - viii) The Contract shall be governed by each SECTION OF TENDER DOCUMENT

i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.

- ix) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees 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.
- x) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS LIMITED.
- xi) 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.

1.4 Earnest Money Deposit (EMD):

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled / nationalized / commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS LIMITED" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. The Bank Guarantee should be valid for 180 days from bid opening date. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid is not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD is mentioned is Annexure I.
6. The bank details of WAPCOS LIMITED are
Account Number – 193502000000282
A/c Holder – WAPCOS LIMITED
Bank Name – Indian Overseas Bank Branch name: NHB, Gurugram
IFSC code: IOBA0001935
7. Successful bidder's EMD will be released only after submission of Performance Bank Guarantee and receipt of confirmation from bank for the same. If the EMD is adjusted

with PBG, then EMD will be released along with PBG.

Forfeiture of EMD:

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

If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.

If the Bidder tries to influence the evaluation process or canvassing of any kind.

If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

1.5 Cost of Bidding:

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

1.6 Language of Bid:

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

1.7 Currency of Bid:

Bid prices shall be quoted in Indian Rupees only.

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

1.8 Annexures:

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

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

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

For & on behalf of Tenderer

SECTION – II
SELECTION AND QUALIFYING CRITERIA & GENERAL
CONDITIONS

SECTION- II: SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

2.1. Site Visit:

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

2.2. Pre-Bid Meeting:

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 2 days of tender first submission date as mentioned in NIT.

2.3. Qualifying Criteria: Online & Offline Technical Bid Submission:

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

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

2.4. Format of Check List:

S.N.	Particular of Document	Yes	No	Page Nos. From-to
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD of amount as mentioned in NIT.			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2024-25 (2023-24 in case 2024-25 is not audited) duly certified by Chartered Accountant.			
	The contractor should not have incurred any financial loss in more than 2 years during the last 5			

	years ending 2024-25 (i.e. PAT should be positive for 3 Years or more). Certificate shall be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number.			
	Turnover: Average annual financial turnover should be at least 50% of the estimated cost of work in last 3 consecutive financial years from 2022-23 to 2024-25 (in case, audited balance sheet for 2024-25 is not available then the turnover from FYs 2021-22 to 2023-24 shall be considered). This should be duly audited by the Chartered Accountant doing Statutory Audit. (Form-A) . Turnover & profit/loss certificate/form must carry UDIN.			
	Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant.			
e)	Eligibility Criteria: • The bidder should have carried out minimum 80% inspection and testing of Distribution Transformers of specifications and testing schedule as per BoQ (Annexure-A) in last 5 Financial Years ending previous day of last date of submission of tender with any State/Central Govt. department/semi-Government/ / State PSUs/Central PSUs/Private Parties (Form B). • The Bidder should be NABL accredited laboratory for testing of Distribution Transformers of specifications and testing schedule as per BoQ (Annexure-A) • The Bidder should have carried out inspection and testing of materials as per BoQ with a cumulative value of work more than or equal to estimated tendered value during the last 5 years with a score of 75 marks as above as per clause 2.10.1 • The bidder shall submit an undertaking of experience mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/W.O(s). • The bidder already working for the works of carrying out Field Material Quality Testing and Inspection of the Materials procured by DISCOMs/TKCs in the State of Andhra Pradesh & Puducherry are not eligible to BID for this Tender. The bidder shall submit an undertaking to this effect.			

f)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency (i.e. the Solvency certificate shall be dated after the date of publication of Tender) from the Banker for a sum of at least 40% of the estimated cost of work in Original from any nationalized/scheduled bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-C).			
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-D).			
h)	Copy of PAN Number			
i)	Goods and Service Tax (GST): Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.			
j)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Joint Ventures/Consortium are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. 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.			
k)	Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-E).			
l)	Letter of understanding the project site on bidder's Letter Head (Form-F).			
m)	No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-G).			
n)	Agreement to execute the Integrity Pact (Form-H).			
o)	Bidder shall submit Information on litigation history during last 5 years ending 2024-25 on bidder's Letter Head (Form-I).			
p)	Detailed methodology for scheduling of witness,			

	communication with stakeholders, testing and report preparation/submission shall be submitted by the bidder as (Form-J) (format as per bidder)			
q)	The Laboratory should be NABL accredited for testing of Distribution Transformers of specifications and testing schedule as per BoQ (Annexure-A) . The bidder should provide the status & documentary evidence to this effect and may enclose it as (Form-K) (format as per bidder) .			
r)	Undertaking on acceptance of Tender Conditions (Form-L)			

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

Notes:

Bidders who full fill the above requirements shall only be qualified for financial bid opening.

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

Notes:

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

The offline submission as mentioned above shall be submitted on WAPCOS LIMITED address mentioned in the NIT as per date & time mentioned in CPPP portal.

2.5. Contents of Financial Bid:

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

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on DSR provisions and Non-scheduled items as per the standard practice.

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

The contract may be extended, according to the direction of principal employer, Nodal Agency (PFC), Ministry of Power, Government of India. In the case of extension, the rate quoted by the bidder shall remain firm and no escalation shall be applicable for extension. Therefore, it is advised to contractor to quote the rate accordingly.

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

The financial proposal is to be filled by bidder in the excel format (Annexure-A) provided on the portal and the same filled excel is to be uploaded by bidder at the submission of Financial/Price Bid on CPPP portal.

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

2.6. Opening of Financial Bid:

The financial bids of the technically qualified bidders shall be opened on the notified date & time on CPPP portal.

2.7. Bid Prices:

The bidder shall quote rates keeping in view all associated costs required to carry out the tests including Material Packaging, Loading, Unloading, to and fro transportation between the assigned Store and designated laboratory, out of pocket/mobilization expenses/Custom duty (if any), Material insurance, storage, Buildings and other worker's welfare cess, TDS, taxes (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor. While quoting price the Bidder may consider quoting rates keeping in view the collection of a single sample or more as the case may be from the respective site.

The rate should include all taxes & duties, calibration, insurance, transportation, etc. (including GST) and nothing extra will be paid over and above the contract price as specified in **Annexure-A**.

Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS LIMITED) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS LIMITED shall perform duty of deduction from Bidder's payments whenever required by law.

Any conditional bid shall be rejected.

2.8. Bid Validity:

The offer(s) submitted by the bidder shall be valid for a period of 180 (One Hundred Eighty) days from the date of opening of the BIDS.

2.9. Bid Opening:

Bid opening date & venue will be intimated later to all the bidders. The bidders can send their representatives, if they desire so as to attend the bid opening.

2.10. Evaluation & Selection Criteria:

2.10.1. Technical:

The first stage of technical evaluation will be based on clause 2.3 Qualifying Criteria: Online & Offline Technical Bid Submission. The agencies qualifying under 2.3. Qualifying Criteria: Online & Offline Technical Bid Submission above are only considered for further technical evaluation. Technical Evaluation of the bids would be carried out on broad parameters as given below:

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the bidder, the turnover of the company, the nature of the projects executed of the similar type etc. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will be 75 marks or more on 100- mark scale. The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation.

Sl. No.	Technical Evaluation	Marks
1	Experience in Providing NABL Laboratory services for Testing of Distribution Transformers in Central Government Department / PSU, State Government Department / PSU in India. The Marking Criteria of experience in Testing will be as under; (A) Successful inspection of Testing of DTRS: $\geq 70\%$ of BoQ for DTRs only– 60 marks $\geq 50\%$ & $< 70\%$ of BoQ for DTRs only – 50 marks $< 50\%$ of BoQ for DTRs only Marking shall be done on Pro-rata basis. The bidder shall submit an undertaking duly attested by authorized representative of the lab regarding experience of lab in testing of materials mentioning name of work, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion, Client name etc. along with LOI(s)/W.O(s). For works / testing done for Private Parties, the bidder shall Provide TDS Certificates along with the Work Orders for proof of payment.	60
2	The Marking Criteria of Minimum Annual Average Turnover of the company in last three years will be as under; $\geq 60\%$ to 100% of estimated contract price – pro-rata basis from 15 to 20 marks $\geq 50\%$ & $< 60\%$ of estimated contract price -15 marks $< 50\%$ marks shall not be evaluated. Yearly financial Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2024-25 (2023-24 in case 2024-25 is not audited) duly certified by Chartered Accountant. The contractor should not have incurred any financial loss in more than 2 years during the last 5 years ending 2024-25 (i.e. PAT should be positive for 3 Years or more). Certificate shall be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number.	20
3	Approach and Methodology for conducting the testing of material Samples at NABL Laboratory including Material loading, Unloading, Packaging, Transportation, Storage, Documentation & Reporting, Communications etc. format as per bidder.	20
	Total Marks	100

WAPCOS LIMITED reserves the right to reject the Bid under any of the following circumstances:

- i) Submitted the application after the response deadline;
- ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- v) Failed to provide clarifications related thereto, when sought;
- vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- vii) Bid is incomplete and/ or not accompanied by all required documents;
- viii) Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- ix) The Qualifications and Experience of the Bidder are not met by the Bidder;
- x) Any other reasons due to which WAPCOS LIMITED finds that the Bidder is not eligible.

Shortfall Documents:

WAPCOS LIMITED may ask the Bidder for submission of additional documents, if required. These documents shall not be relating to Original data submitted by bidder / submission of EMD/Solvency Certificate. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS LIMITED or submission of any additional documents, not specifically asked for by WAPCOS LIMITED, will be allowed and even when submitted, they will not be considered by WAPCOS LIMITED.

Right to Accept/ Reject the Bid:

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

Opening of Financial Bid:

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned on CPPP portal.

2.10.2. Selection Criteria – Financial:

Evaluation Committee shall open the financial Bid of the technically qualified

Bidders at the scheduled date and time.

The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.

If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.

All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.

The work will be awarded to L1 bidder accordingly.

If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS LIMITED rules.

2.11. Award of Work:

The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on Least Cost Basis i.e. the bidder quoting the lowest financial bid would be awarded the work.

To complete the work in the time period of 180 days from the date of issue of work order including mobilization period. Contractor has to mobilize sufficient team with equipment's to complete the work in time.

Notwithstanding clause 11.1 as above the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

2.12. Terms and Conditions:

- 1) Time of Completion: 24 (Twenty-Four) months from the date of award of work or in accordance with the requirements of the Principal Client including the period of mobilization.
- 2) The bidder shall submit the signed copy of LoA within 5 working days from the date of issuance of LoA as a token of acceptance & readiness for commencement of assigned duties/responsibilities as per scope of works, failing which the award of work may be liable to be cancelled.
- 3) Time for completion is the essence of the contract and no relaxation of any account shall be entertained.
- 4) The bidder shall submit the reports in hard copies (2 sets) as well as soft copies in scanned formats.

2.13. Parallel Contract:

Right to enter in to parallel contract(s) with other Third-Party inspecting agencies is reserved by the WAPCOS LIMITED.

2.14. Rates:

The bidder Party Inspecting Agency should quote fixed rate of percentage on basic price of the material. The rate of percentage shall be inclusive of all taxes, duties, incidental charges etc.

Additional charges, if any, such as travelling, lodging-boarding, etc. shall not be paid extra.

2.15. Splitting of contract:

In order to ensure timely receipt of the supplies of all the assorted sizes, WAPCOS LIMITED reserves the right to split the inspection quantity between the inspection agencies in following manner.

The splitting of quantities of the contract will be done among lowest bidders L1, L2 & L3 in the ratio of 50:30:20 subject to their availability for scheduling of collection & testing of Distribution Transformers in minimum time period. This splitting is purely subject to the acceptance of the rates finalized by the WAPCOS LIMITED with L1 and counter offered by the WAPCOS Limited to the bidders L2 & L3. In case of on-acceptance of counter offer by L2 or L3 a similar offer will be made to next lower bidder and so on.

2.16. Performance Security:

A performance security guarantee of 5% of the total value of contract shall be payable by the Bidder (successful bidder) within 10 working days on award of the works in the form of Bank guarantee in the specified format.

Performance guarantee may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

Performance guarantee shall remain valid up to six (06) months beyond the completion of complete scope. The same shall be extended by the Contractor time to time as may be required under the Contract and will be released after one month from the date of release of final payment.

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

Account Number – 193502000000282

Beneficiary: WAPCOS LIMITED

Bank Name – Indian Overseas Bank

Branch name: NHB, Gurugram

IFSC code: IOBA0001935

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

2.17. Variation:

WAPCOS LIMITED reserves the right to Add or Delete any Sample Quantity for Inspection at NABL Laboratory as indicated in the BoQ. In case of any increase or decrease in the Quantity, the payment for same shall be made on pro-rata basis, as per the awarded Unit rate of the respective Item/Equipment. No change in the quoted rate shall be allowed due to

changes in the quantities of works actually executed and the quantities given in the schedule of works.

The variation of quantities is applicable/acceptable only after the approval & payment received by WAPCOS LIMITED from the Principal Employer for the same.

2.18. Terms of Payment

The terms of payment for the performance of the contract shall be made by WAPCOS LIMITED as per the conditions specified hereunder;

Progressive payments towards Testing by NABL accredited Laboratory shall be made by WAPCOS LIMITED to the Laboratory on Quarterly Basis as per the Contracted Price.

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

S. No.	Milestone/BOQ/Item description	Payment Terms
Sample Material Testing at NABL Accredited Laboratory:		
A1	Progressive Payment: The payment to the entrusted NABL accredited Laboratory shall be made by WAPCOS LIMITED as per the Contracted Price based on acceptance of Distribution Transformer Inspection report submitted in respect of testing and inspection at NABL accredited Laboratory.	90% of the cost, calculated by multiplying inspected BoQ and the corresponding unit rate of Distribution Transformers inspected as per LOA. This Payment shall be released quarterly. The balance of 10% shall be retained as the Retention amount.
A2	Final Payment: On the successful completion of Distribution Transformer Testing at NABL laboratory, the lab shall submit Annual Status Report for all the executed works.	Balance 10% of the cost, calculated by multiplying inspected BoQ and corresponding unit rate of Distribution Transformers as per the LOA

Further apart from the above, the following will be applicable:

In the event of the actual number of inspection etc. as mentioned at Annexure-A for the project getting modified due to the site conditions during the actual execution, the scope of inspections (i.e. Quantity) etc. or any other works not mentioned but are required for successful completion of the assignment shall be modified accordingly for the purpose of modification of contract price, unit prices for inspection as per the Letter of Award (LOA) shall be applicable.

Payments in case of special assignment:

In case of additional quantum of work is required to be carried out as per the need of the Principal Employer/Ministry of Power (MoP), the Laboratory shall need to carry out the said

assignment as per the unit rate mentioned in the LoA.

All the payments to the Laboratory shall be released through electronic transfer. The successful bidder shall have to open and maintain suitable accounts for electronic transfer.

Statutory deductions like Income Tax, Corporate Tax etc. are deducted at source. Necessary certification shall be issued by WAPCOS LIMITED for the Tax Deducted at Source (TDS). The bidders shall have valid Permanent Account Numbers issued by Income Tax Authorities.

Note:

- 1) GST payment will be made after submission of proof/ challan.
- 2) Taxes as applicable shall be deducted at source as per Government of India norms.

2.19. Contractors Superintendence and Obligations:

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

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

Insurance:

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

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

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

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

The contractor shall submit weekly progress report to WAPCOS LIMITED site engineer. The contractor shall equip their site in charge with mobile phone to facilitate communication and control over work progress.

No compensation of any kind on account of forest clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS LIMITED at any stage.

2.20. Other Terms and Conditions:

- 1) The Bidder will strictly comply with all the provisions of the Forest Conservation Act

1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.

- 2) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- 3) The Bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
 - Third party liability insurance.
 - Worker's compensation insurance in respect of contractor's personnel.
 - Any other insurance for public & contractor's personnel in accordance with the relevant provisions of the applicable land.
- 4) The agency shall comply with the provisions of the following acts:
 - Contract labour (Regulation & Abolition) Act 1970
 - Employees Provident Fund Act, 1952
 - Minimum Wages Act, 1948 (Amended)
 - Employer's Liability Act, 1938 (Amended)
 - Industrial Employment Act, 1946 (Amended)
 - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- 5) The Contractor shall not employ any laborer below 18 years.

2.21. Arbitration:

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

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS LIMITED, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation

Act, 1996 (amended as on date).

- e) It is also acknowledged and accepted that WAPCOS LIMITED is only working as Intermediary between the Associate/ Sub-Consultant/ Sub-Contractor and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order/ Arrangement between Principal Employer/ Client & WAPCOS LIMITED, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS LIMITED and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi”.

2.22. Liquidity Damages:

If the bidder fails to complete the job assigned to them as per the scope of the work in the given time mentioned under progress Schedule, he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% (zero point five percent) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of ten percent (10%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).

The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

2.23. Force Majeure:

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

Natural Phenomenon, including but not limited to floods, droughts earthquakes and epidemics/ Pandemics (i.e. Covid-19 etc.).

Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

Terrorist attack, public unrest in work area provided either party shall within 10 days form occurrence of such a cause, notifies the other in writing of such cause. The Agency or WAPCOS LIMITED /Client shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/his/her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS LIMITED /Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the consultant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provided adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above. In case of a Force Majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

2.24. Termination of Contract and payment upon Termination:

2.24.1. Termination of Agreement for failure to commence Services:

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

2.24.2. Payment upon Termination:

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

2.25. Blacklisting policy:

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU in the last 5 years. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

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

2.26. Make in India:

Public Procurement (Preference to Make in India):

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

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

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

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and

16.09.2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

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

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

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

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

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

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

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

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

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

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

2.28. Penalty Clause:

The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS LIMITED due to the delay in completion of works or related reasons.

SECTION – III: SCOPE OF WORK & DELIVERABLES

SECTION – III: SCOPE OF WORK & DELIVERABLES

3.1. Scope of Work

- a) Contractor shall perform the Services as described herein and specified in ‘Scope of Work’. Due to importance of Testing, the laboratory shall provide professional, objective and impartial service and at all times hold WAPCOS LIMITED's interest's paramount, without any consideration for future work. The laboratory is expected to carry out the testing with due diligence and in accordance with exceptional professional standards.
- b) Packaging, loading unloading, Pick-Drop Facility including insurance during freight, testing & storage of Samples i.e. Distribution Transformers as per specifications & Schedule of tests mentioned in BoQ (Annexure-A) between TKC site stores from each project area (District/Package in the vicinity of AP & Puducherry) and designated NABL accredited Laboratory shall be under the scope of the Laboratory.
- c) The laboratory should take all due care for protecting the Distribution Transformer sample from Rain, Theft etc., and shall be responsible for their safe and sound condition during possession. The lab shall be held responsible for any shortage, damage, breakage or pilferage till the Distribution Transformer is returned back to the site and handed over to authorized representative of TKCs/DISCOM/PDs.
- d) The Distribution Transformer samples, jointly sealed by the representatives of DISCOM/PDs, WAPCOS, TKCs and/or Supplier/manufacturer will be picked from site stores by the Laboratory on behalf of WAPCOS and subsequently transported to the test laboratory. The Laboratory shall make all necessary arrangement for Packaging, loading & transportation of Distribution Transformer samples from the sites within 05 days from the date receipt of intimation from WAPCOS LIMITED. The Package shall be opened within the laboratory premises in presence of lab and WAPCOS LIMITED officials.
- e) Testing shall be done as per the test parameters defined in the applicable Indian Standard (IS) for Distribution Transformers stated in Annexure - A and as and when updated / revised.
- f) All the tests should be performed in the presence of WAPCOS LIMITED's inspecting engineer. Laboratory shall coordinate with WAPCOS LIMITED to depute the inspecting engineers as per the testing schedule. The Laboratory shall give a reasonable advance notice, at least 05 working days, before scheduling of Testing/Inspections to WAPCOS LIMITED so that Employer and other stakeholders associated to the project can make necessary arrangements to attend the Test/Inspection.
- g) On entrustment of the job, the Laboratory shall perform testing as per schedule of Tests defined at Annexure - A, on the received samples within 10 days from the date of receipt of sample at the laboratory. It shall submit the jointly signed reports [Original hard copy (2 sets) & soft copy (in PDF Format)] within 5 working days from the date of completion of testing. The Distribution Transformer samples for which testing has been completed & report has been submitted, shall be properly packaged again and transported back to the DISCOM/TKC store and handed over to authorized representative of the DISCOM/TKC along with a confirmation of Material

handing over.

- h) In case, 1st sample of the material fails in the tests conducted at laboratory, the second sealed sample has to be packaged and picked within 2 days of completion of testing & reporting of first failed sample. The schedule of testing, reporting, relocating etc. for the second sample shall be same as for the first sample (Refer clause no. viii of scope of work).
- i) In case laboratory is unable to initiate tests on receipt of samples within stipulated time periods, reasons being solely attributed to the laboratory, it shall inform WAPCOS LIMITED in writing or through an email. In such cases, WAPCOS LIMITED may re-allocate the samples to another lab. In such instance, the entire cost incurred for transportation to the laboratory by WAPCOS LIMITED & that of transportation to another lab including packing, transportation, any breakage, insurance, etc. shall be borne by the laboratory.
- j) In case Services are required to be provided round the clock, Contractor shall arrange for the same as per requirements of company.
- k) Reports should have refereed IS Code No. for the Test, Test Protocol & Procedure, Apparatus/Equipment used, Tabulation of Observations, Calculations, Results of test and analysis and Conclusion.
- l) “COMPLIES” or “PASSES” in the result column of the report is treated as incomplete report, if the result has some value and same is not reported.
- m) Every test report must have remarks (i.e.) Standard Quality or Not of Standard Quality.
- n) Reports should be in A4 size (8.27” X 11.69”) paper of good quality.
- o) In case of failure of sample, the result should be communicated through phone/fax/e-mail and all the reports should be sent with the protocols used. All the reports should be signed by authorized approved technical person.
- p) As part of Services, the laboratory shall furnish necessary details of testing equipment and necessary personnel required to perform testing services as per ‘Scope of Work’ and may include provision of other services within Contractor’s capabilities that WAPCOS LIMITED may request at any time. Prices for any additional Testing / services which are not specified in the ‘Schedule of Rates’ will be as per mutual agreement.
- q) WAPCOS LIMITED reserves the right to alter any of the condition mentioned in this document or add more conditions in the scope of work while awarding the final work order.

3.2. General Specifications:

Before quoting the rates, the agency should know the quantum of work and all such factors which may affect satisfactory execution of the work. No claim what so ever shall be entertained due to any difficult site conditions over and above unit rates quoted by the agency.

The quoted rates shall include the cost of work complete. Nothing extra shall be paid on any account whatsoever and above the rates quoted by the agency for relevant item of schedule of quantity.

The quoted rates shall include the cost of labor, transportation, equipment etc. required for work, complete. Nothing extra shall be paid on any account whatsoever and above the rates quoted by the agency for relevant item of schedule of quantity.

Good and Service Tax/Income Tax and any other tax applicable shall be recovered at source from bills of the agency as per prevailing tax structure of Govt. of India.

WAPCOS LIMITED shall not be responsible for any mishappening/loss/damage of equipment or human resource or due to some natural calamities caused during the course of the work. The agency shall be fully responsible and shall take full care of any mishappening, accident, disaster, or any unforeseen circumstances while doing survey work. Any consequential legal/financial/judicial matters shall be full liability of the agency. WAPCOS LIMITED shall not be liable in whatsoever manner.

3.3. Deliverables:

The following will be the deliverables of the project:

- i. Laboratory test reports for all the material Samples tested.
- ii. Photographs while collection and testing of samples.
- iii. Annual Inspection Status
- iv. Vendor shall supply all deliverables in hard copies (2 sets) and soft copies in PDF formats.

SECTION IV: FORMS

LETTER OF TRANSMITTAL
(On Bidder Original Letter Head)

To
THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED,
GURUGRAM.

Sub:
NIT No: -
Dear Sir,

I/We downloaded /obtained the tender document(s) for the above-mentioned Tender/Work from the website namely:

as per your advertisement.

I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter

I/We hereby unconditionally accept the tender condition of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety

In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

FINANCIAL INFORMATION

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

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

Years	Gross Annual turnover	Profit/Loss (After Tax)
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

Financial arrangements for carrying out the proposed work: It is hereby declared that -----
----- (Name of firm with address) has enough financial resources to execute the proposed work.

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note:

- (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.
- (ii) Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-2023 duly certified by Chartered Accountant should be attached.

FORM – B**STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED DURING THE LAST 5 YEARS OR PRESENT FINANCIAL YEAR**

Name of work	Allotment/ award No & date	Name& address of client who awarded (Including Tele/Fax No.	Contract value in Rs. Original/ revised	Date of award of work	Date of completion original /Revised	Actual date of comp	Comp. cost	Type of work	Remarks explaining reasons for delay in work completion if any
1	2	3	4	5	6	7	8	9	10

NOTE:

The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.

Certificate from client for the above information should be attached with the offer.

Signature of Bidder(s) (with Seal)

FORM - C

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

To
THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED,
GURUGRAM

Name of the work:

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

This certificate is issued on the request of Shri/Smt/M/S for tendering process being invited by WAPCOS LIMITED for (name of work)

(Signature)

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

Note:

Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.

The date of certificate shall not be older than initial date of publication of tender.

STRUCTURE & ORGANISATION

S. No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) A proprietary firm A partnership firm A limited company or Corporation A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	In which field, the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

Signature of Bidder(s) (with Seal)

FORM-E

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

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

Name of Work:

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

To

THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED,
GURUGRAM

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS LIMITED. Further, we hereby confirm and declare that we, M/s. is not blacklisted/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.

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Date:

Place:

FORMAT FOR UNDERSTANDING THE PROJECT SITE
[To be submitted on Bidder's Original Letter Head]

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

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

To
THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED
GURUGRAM

Subject: No Deviation Certificate for (name of Work /Project)

Dear Sir,

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

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

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

Yours faithfully,

(Signature, name and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

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

To

WAPCOS LIMITED
76-C, SECTOR-18
GURUGRAM-122015, HARYANA

Sub: Integrity Pact for (Name of Work /Project)

Dear Sir,

I/We acknowledge that WAPCOS LIMITED is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document 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 LIMITED shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature, name and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100 and to be notarized]

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

BETWEEN

WAPCOS LIMITED, Here in after referred to as “The Principal” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as “The Bidder/Contractor” (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for

..... (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply 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:

Section 1 - Commitments of the Principal

Obligations on Principal

The Employer is committed to follow the principle of Transparency, Equity and

Competitiveness in Public Procurement.

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

- a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand,

take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Contractor(s) /Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) /Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer or the principal will take remedial actions as per department/conduct rules and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

Obligations on Bidder/ Contractor:

To accept and comply 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 Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

(1) It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department 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) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer,

promise or give to any of the Principal's employees involved in the tender process or the execution of the contract 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 Bidders 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 introduce cartelization 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 purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, 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. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.

Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only.

- e) The Bidder(s) / Contractor(s) will, when submitting 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.
 - f) The Bidder(s)/Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- (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 Government 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).

(6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.

(7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Section 3: Disqualification from tender process and/or exclusion from future contracts:

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer 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 Employer absolute right:

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages:

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMO)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression:

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

(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 Employer may, at its own discretion, revoke the exclusion prematurely.

Section 6: Independent External Monitor / Monitors:

(1) The principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, WAPCOS LIMITED. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and

will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, WAPCOS LIMITED.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, WAPCOS LIMITED within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, WAPCOS LIMITED, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, WAPCOS LIMITED, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, WAPCOS LIMITED.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

(10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

(11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned Organization.

(12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organizations.

(13) Issues like warranty/ guarantee etc. Should be outside the purview of IEMs.

(14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or. an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the principal has substantive suspicion in this regard, the principal will forthwith inform the same to the Chief Vigilance Officer, WAPCOS LIMITED.

Section 8 - Duration of the Integrity Pact:

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made/lodged during this time, the same shall be binding and 'continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of WAPCOS LIMITED.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(6) 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 Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Signature of Bidder

(For & On behalf of the Principal)
(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Signature of WAPCOS LIMITED

FORM-I

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

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

To
THE SENIOR GENERAL MANAGER (INFS-II)
SYSTEMS DIVISION, WAPCOS LIMITED,
GURUGRAM

Subject: Litigation History, Liquidated Damages, Disqualification for -----
(Name of Work/Project)

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

Yours faithfully,

(Signature, name and designation of the
Authorized signatory)

Date:

Place: Name and seal of Bidder

LITIGATION HISTORTY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2024 or currently in execution.

ARBITRATION CASES

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

COURT CASES

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

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

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

- 5) (i) Has the Bidder been debarred by client or by any Department...? Yes/No
(ii) If yes, give details:

Note:

Separate sheet may be used for giving detailed information.

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

Yours faithfully,

(Signature, name and designation of
the Authorized signatory)

Date:

Place:

Name and seal of Bidder

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To
THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED,
GURUGRAM

Sub: Acceptance of Terms & Conditions of Tender Tender Reference No:
Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work'
from the web site(s) namely

as per your advertisement given in the above-mentioned websites.

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents
from page no. to (including all documents like annexure(s), schedule(s) etc.), which form part
of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained
therein.

The corrigendum(s) issued from time to time by your department/ organisation too have also been
taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /
corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.
Department/Public sector undertaking.

I / We certify that all information furnished by our Firm is true & correct and in the event that the
information is found to be incorrect/untrue or found violated, then your department/ organisation shall
without giving any notice or reason therefore or summarily reject the bid or terminate the contract,
without prejudice to any other rights or remedy including the forfeiture of the full said earnest money
deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

SECTION V: ANNEXURES

Form of Bank Guarantee for EMD (To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To
WAPCOS LIMITED
GURUGRAM

Dear Sir / Madam,

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

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

WITNESS

.....
(Signature) (Signature)
.....

(Name)

(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney
No.....Dated.....

FORM OF PERFORMANCE GUARANTEE

WAPCOS LIMITED
GURUGRAM

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

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Agency. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of

omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

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

Notwithstanding anything contained herein

Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only);

This bank guarantee shall be valid upto _____; and 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 _____.

FINANCIAL BID

**Form of Quotation
for**

“Empanelment of NABL accredited laboratories on L1 Rates for carrying out Field Material Quality Testing and Inspection (FMQI) of the Distribution Transformers procured by DISCOMs/TKCs under Revamped Distribution Sector Scheme (RDSS) in the State of AP & Puducherry along with loading-unloading & Pick-Drop facility”

To
THE SENIOR GENERAL MANAGER (INFS-II),
SYSTEMS DIVISION, WAPCOS LIMITED,
76-C, SECTOR-18, INSTITUTIONAL AREA,
GURUGRAM, TEL: 0124 239 7391
EMAIL ID: commercial@wapcos.co.in
sys@wapcos.co.in
pkj@wapcos.co.in

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

Total price for carrying out the work, **“Empanelment of NABL accredited laboratories on L1 Rates for carrying out Field Material Quality Testing and Inspection (FMQI) of the Distribution Transformers procured by DISCOMs/TKCs under Revamped Distribution Sector Scheme (RDSS) in the State of AP & Puducherry along with loading-unloading & Pick-Drop facility”** is, Rupees _____ (Amount in Words and Figures).

This price will remain valid for 180 (One Hundred and Eighty) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.

Signed this _____ day _____ 2024

Signature and seal of bidder or Authorized representative

Name of firm :

Address of firm :

Telephone No. :

Fax No.:

E-mail :

ANNEXURE–A, BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE

Sl No.	Item description	UM	Utility wise Quantity (No. of samples) and Total Cost (in lakh) for Inspection					Schedule of Tests	Unit Rate per inspection (Rs.)	Amount (in Rs.)
	Material Sampling from field for testing		Andhra Pradesh			Puducherry	Total			
			APCPDCL	APEPDCL	APSPDCL	PED				
			Quantity	Quantity	Quantity	Quantity	Quantity			
1	Distribution Transformers:		22	49	140	7	218	● Measurement of Winding resistance at all Tap Positions ● The ratio of Tap Position Polarity & Phase Position ● % Impedance at 75 degrees Celsius at 50Hz ● Load losses at 50% and 100% Loading on Energy efficiency Level -5 as per IS 1980 (Part-1) 2014 and its amendment 1.2. 3 and 4 ● No Load Loss at 50Hz and No-Load current at rated voltage ● Insulation Resistance ● Induced Overvoltage Withstand ● Separate source voltage Withstand ● Magnetizing Current at Rated voltage and frequency an 112.5% of rated voltage ● Temperature rise test ● Pressure Test ● Oil Leakage Test		
(i)	Distribution Transformers, upto 100 kVA (1-Phase, 11/22/33 kV)	Nos.	22	6	0	0	28			
(ii)	Distribution Transformers, upto 100 kVA (3-Phase, 11/22/33 kV)	Nos.	0	42	138	2	182			
(iii)	Distribution Transformers, above 100 kVA upto 200 kVA (11/22/33 kV)	Nos.	0	1	2	2	5			
(iv)	Distribution Transformers, above 200 kVA upto 500 kVA (11/22/33 kV)	Nos.	0	0	0	2	2			
(v)	Distribution Transformers, above 500 kVA upto 1000 kVA (11/22/33 kV)	Nos.	0	0	0	1	1			
(vi)	Distribution Transformers, above 1000 kVA upto 2500 kVA (11/22/33 kV)	Nos.	0	0	0	0	0			
Total number of sample/Cost (Rs.) :			22	49	140	7	218			
Applicable Taxes										
									CGST @__ %	
									SGST @__ %	
									TOTAL	

Note:

- A. Quoted price shall be inclusive of all levies and taxes and also inclusive of GST which will be paid as applicable.
- B. The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor/agency as per applicable

legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

C. Quantity mentioned may vary according to the site conditions.

D. Payment will be made according to actual executed quantity and unit price with a maximum area as mentioned above.

Bidders are required to quote the amount on the excel sheet / PDF format on the CPPP Portal provided with the tender documents. No financial bid details shall be uploaded in the technical bid.

Signature of the Bidder, Name and seal of Bidder

Date:

Place: