



**TENDER DOCUMENT FOR  
SUPPLY & INSTALLATION OF FURNITURE FOR EKLAVYA  
MODEL RESIDENTIAL SCHOOL (EMRS) MANPUR-II,  
DISTRICT RAJNANDGAON, CHHATTISGARH**

**NIT No. WAP/CMU-III/2025-26/NESTS/CHGTH/MANPUR-II/  
FURNITURE/18**

**Date: 22-12-2025**

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

**December, 2025**

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**NOTICE INVITING TENDER (NIT)**

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**NOTICE INVITING TENDER (NIT)****NIT No. WAP/CMU-III/2025-26/CHGTH/MANPUR-II/18****Dated :22.12.2025**

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

1.	<b>Works</b>	Supply & Installation of Furniture for EMRS Manpur-II, District Rajnandgaon, Chhattisgarh
2.	Site / Location	EMRS Manpur, Village Khawas Padki, District Rajnandgaon, Chhattisgarh
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> & <a href="http://www.gem.gov.in">www.gem.gov.in</a>
4.	Website for Registration/ uploading of Tender	<a href="http://www.gem.gov.in">www.gem.gov.in</a>
5.	Cost Put To tender	Rs. 36,00,000/- (GST Inclusive)
6.	Earnest Money Deposit (EMD) / Bid Security	<p>Rs. 72,000/- (Refundable) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Payment through RTGS/ NEFT in favor of 'WAPCOS Limited' payable at Gurugram, Haryana.</p> <p>The Bank Details for RTGS/NEFT are as follows:</p> <p>The bank account as per details:  Name of Bank: Indian Overseas Bank  Bank Account Number: 193502000000405  IFSC Code: IOBA0001935  Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana</p> <p>Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period.</p>
7.	Solvency Certificate	40% of the Estimated cost. The OEM should submit Original Solvency Certificate issued from a Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI). The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any and shall be addressed to "WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana.

8.	Completion Period	45 days from the Date of Award <ul style="list-style-type: none"> <li>0-15 days - Sample preparation &amp; showing the sample to WAPCOS / NESTS during Factory site of OEM before supply at site.</li> <li>15-45 days - Manufacturing, Supply &amp; installation at site</li> </ul>
9.	Bid Validity Period	180 days from the date of opening of Technical bid
10.	Site Visit	OEMs are advised/encouraged to visit the sites for actual assessment of size of furniture and requirement.
11.	Pre bid meeting	29.12.2025 at 14:00 hrs.
12.	Last date & time submission of Technical & Financial Bid (Bid end date / time)	07-01-2026
13.	Online opening of Technical Bid (Bid opening date / time)	07-01-2026
14.	Offline Submission of EMD & Solvency Certificate as detail in Tender for OEMs.	Up to 4 hours from Bid end date / time
15.	Online opening of Financial Bid	Opened for Technical Qualified OEMs.
16.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	The Chief Engineer (CMU-III), Construction Management Unit-III, WAPCOS Limited 1 <sup>st</sup> Floor, Plot no. 148, Sector-44, Gurugram, Haryana - 122003 <b>Email:</b> projects@wapcos.co.in <b>Contact No.</b> +91-124-4488018
17.	The Bid Security/ EMD / Solvency Certificate / BG against Performance Security/ shall be in favour of WAPCOS Corporate Office	<b>WAPCOS Limited</b> 76-C, Institution Area Sector-18, Gurugram, Haryana-122015
18.	Ceiling on maximum number of EMRS Works to be awarded by WAPCOS to the Single bidder / Contractor	<ol style="list-style-type: none"> <li>The bidders shall be entitled to award and execute only 4 EMRS works of WAPCOS at a time.</li> <li>The bidders, executing 4 or more EMRS works of WAPCOS, are not allowed to participate in the tenders.</li> </ol> <p>If any bidder submits the bids for more than 4 EMRSs works of WAPCOS and found L-1, upon opening of financial bid, in more than 4 EMRSs of WAPCOS, the L-1 bidder will be awarded only 4 EMRSs of his choice and the balance EMRSs shall be withdrawn from the L-1 bidder. In that case, L-2 bidder shall accept and execute the works, withdrawn by the L-1, on the rates and price quoted by the L-1 bidder. If the L-2 bidder does not accept the L-1 rates, the tender shall be cancelled and re-tendered.</p>

**EMD is exempted to following:**

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

If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

- The tender document has to be viewed/ downloaded from above specified websites. OEMs are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/ Addendum shall be followed up to submission of tender and it will be the part of tender.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The OEMs must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the OEM is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the OEMs.
- If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.
- WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No OEM shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the OEM will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the OEM will

stand disqualified from the tendering process and the bid of the OEM would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of WAPCOS LIMITED**

**-sd-  
(Chief Engineer)  
CMU-III**

## **SECTION- I**

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### **INSTRUCTIONS TO OEM**

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## **SECTION– I**

### **INSTRUCTIONS TO OEM**

#### **1.0 SPECIAL INSTRUCTIONS TO OEMS FOR E-TENDERING**

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

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

Toll Free Numbers (Inbound):

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

#### **2.0 INSTRUCTIONS TO OEM**

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

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

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

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

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

### **3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

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

The successful OEM shall accept the Letter of Award (LOA) within 15 (Fifteen) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

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

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

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

The Bid Security will be forfeited in the OEM

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

### **4.0 LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Work shall be in English language. Supporting documents and printed literature furnished by the OEM may be in another language provided they are accompanied by an accurate

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

#### **5.0 OEMS RESPONSIBILITY**

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

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

#### **6.0 AMENDMENT OF BID DOCUMENTS**

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

#### **7.0 BID VALIDITY PERIOD**

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

#### **8.0 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees.

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## **SECTION– II**

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### **SELECTION AND QUALIFYING CRITERIA**

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## **SECTION-II**

### **SELECTION AND QUALIFYING CRITERIA**

#### **1.0 SITE VISIT**

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

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

#### **2.0 CLARIFICATION AND PRE-BID MEETING**

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

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

#### **3.0 QUALIFYING CRITERIA:**

The intending OEMs should only submit bid if he considers himself eligible and will be technically qualified, if have all the Documents as mentioned below in Table-1: "Documents for Technical Qualification".

**Table-1 below shall also be considered as "CHECK LIST" for submission of documents. The OEM will upload all the required documents as per Table-1 on Online Portal along with "Checklist" on top after proper page numbering. The "MANDATORY GUIDELINES" for "Uploading of Technical Bids" are as below:**

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## **A. UPLOADING OF TECHNICAL BIDS**

- 1) OEM will submit all documents listed in “CHECK LIST” as per order given in Table no.-1.
- 2) Each pages of the Bid shall numbered without any break.
- 3) “Numbered Check List” shall be put on top of arranged numbered documents as per above S.no.2.
- 4) The Authorized representative of OEM shall Sign & Stamp on each page of these numbered documents.
- 5) The Numbered Check List along with required Qualifying Documents arranged as per above S. No-1 to 6 shall be scanned in coloured by OEM and will be uploaded Online for ease of “Technical Evaluation”. If file size is increasing these documents may be split in parts, however serial / order will be kept as per above Sno. 2 & 3 for ease of “Technical Evaluation”

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

## **B. SUBMISSION OF OFFLINE DOUCMENTS**

The OEM shall submit all the documents in ORIGINAL, mentioned in Table-1 i.e from Sr. No. a to y.

**Important Note:-** The offline submission as mentioned above shall be submitted to WAPCOS address mentioned in NIT as per date & time mentioned in NIT. The bid shall be rejected summarily in case of non-submission of offline Documents by the bidder.

**Note:** In case of non-submission of bid in compliance with the above Guidelines, the bid shall be rejected

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**Table -1: CHECK LIST FOR DOCUMENTS TO BE SUBMITTED FOR  
TECHNICAL EVALUATION**

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

Sl. No.	Particular of Document	Page Nos. (from – to)	WAPCOS Remark	
			Yes	No
a)	EMD Documents			
b)	Letter of Transmittal for Technical Bid			
c)	Letter of Transmittal for Financial bid			
d)	Declaration by the OEM			
e)	<p>OEM shall submit “<b>Financial Information</b>” regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2024-25 in <b>Form-A</b> duly certified by Statutory Auditor/ Chartered Accountant of OEM which must carry UDIN (Unique Document Identification Number) which will be verified from ICAI Portal in respect of OEM.</p> <ul style="list-style-type: none"><li>• <b>Profit / loss (after Tax):</b> The OEM should not have incurred any loss (profit after tax should be positive) in more than one year during last five years ending 2024-25.</li><li>• <b>Turnover:</b> Average annual financial turnover of OEM/ OEM should be at least Rs 18.00 lakhs during the immediate last 3 consecutive financial years ending 2024-25</li><li>• <b>Net Worth:</b> Net worth of the OEM should be positive during the last financial year 2024-25.</li><li>• OEM shall attach Balance Sheet and Profit &amp; loss Statement, duly audited by Statutory Auditor of the OEM for last 5 (five) years ending on the financial year 2024-25 in support of <b>Form-A</b></li></ul> <p><b>Note: This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-A</b></p> <p><b>Note: There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit &amp; Loss Account (Audited) for last 05 years shall be uploaded.</b></p>			
f)	<p><b>Solvency Certificate</b> (40% of Cost Put To Tender i.e. minimum of Rs. 14.50 Lakhs).</p> <p>The OEM should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in</p>			

Sl. No.	Particular of Document	Page Nos. (from – to__)	WAPCOS Remark	
			Yes	No
	<p><b>prescribed Form 'B'</b> should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT &amp; last date of submission of Bids, including extensions if any and shall be in favour of WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana <b><u>specific to this Bid submission only and mentioning the name of the work/project.</u></b> The certificate shall be submitted in original and the colour / b&amp;w copy / scanned copy shall not be accepted. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate</p> <p><b>Note:</b> This Certificates will be verified from the issuing authority by WAPCOS during process of Technical Evaluation.</p>			
g)	<p>Authority to Sign the Tender</p> <p>a) In case OEM is proprietary company, the Proprietor shall sign with full name, current address OR by the authorized person holding Notarized Power of Attorney issued by the Proprietor for signing of business proposal.</p> <p>b) In case OEM is a Limited Company or Corporation, the Application shall be signed by an <b>Authorized Person holding the Power of Attorney</b> for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application.</p>			
h)	Letter of Transmittal For Technical Bid and Financial bid along with Declaration by the OEM on OEM's original letter Head as per given format			
i)	<p><b>Completed Similar Work Criteria:</b> The OEM should have satisfactorily completed the similar types of works as mentioned below during the last seven years ending previous day of last date of submission of tender.</p> <p>i) One similar completed work costing not less than 80% of the Cost Put to Tender Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the Cost Put to Tender Or</p> <p>iii) Three similar completed works of order value not less than 40% of the Cost Put to Tender</p>			

Sl. No.	Particular of Document	Page Nos. (from – to__)	WAPCOS Remark	
			Yes	No
	<p><b>Note:</b> Similar work shall mean “Supply and installation of furniture in Government Organization”. The OEM shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), along-with LOI(s)/W.O(s) from respective Owner(s)/Client(s).</p> <p>For the works, where the Taxes or GST is not clearly defined in the submitted documents by bidder, the value of works shall be considered as including GST and GST @ 18% to establish the value of work done</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.</p> <p><b>Note:</b> The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to opening of Financial Bid. In case the completion / experience certificate(s) is not verified by the issuing authority, the bid shall be summarily rejected.</p>			
j)	<p><b>Verification of Solvency Certificate/Completion Certificates.</b></p> <p>Verification should be done from the official email id (Company registered domain email id not public webmail) of issuing Authorities. The OEM will provide official e-mail, Landline number of the Issuing Authorities in prescribed <b>Form-C</b> with undertaking. OEM will ensure the email ids and landline are in working condition.</p>			
k)	<p><b>GST Registration &amp; PAN:</b></p> <p>OEM shall submit valid GST registration certificate for the state where work is to be executed and PAN Card. If not registered till date of submission of bid, OEM will give undertaking on OEM letter head stating that they will get registered in GST as per Govt. norms before submitting of 1<sup>st</sup> bill of executed works.</p>			
l)	<p><b>Indian Registered Company:</b></p> <p>The OEM should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership Firm. <b>Joint ventures are not accepted.</b> Copy of Certificate of Incorporation/ Registration/</p>			

Sl. No.	Particular of Document	Page Nos. (from – to__)	WAPCOS Remark	
			Yes	No
	<p>Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p><b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm or GST Registration Certificate mentioning Company is Proprietary Firm and having trade name in the name of OEM firm.</p>			
m)	<p><b>OEM must be Original Equipment Manufacturer</b></p> <p>The OEM must have their own Manufacturing Unit for manufacturing of furniture as per BoQ and shall submit Factory Registration/ Factory Act license issued by Govt. Authority, proof of manufacturing plant with ownership in the name of OEM, Location &amp; address of manufacturing plant and ESIC / EPF registration.</p>			
n)	<p><b>Structure &amp; Organization:</b></p> <p>The OEM will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the OEM as prescribed in <b>Form-D</b>.</p>			
o)	<p><b>Certification:</b></p> <p>1. The OEM should have the following valid &amp; latest certification issued by the agencies Certified from National Accreditation Board for Certification Bodies (NABCB), under Quality Council of India</p> <ul style="list-style-type: none"> <li>• ISO 9001 Quality Management System</li> <li>• ISO 14001 Environmental Management System</li> <li>• ISO 45001 Occupational Health &amp; Safety Management System</li> <li>• ISO 50001 Energy Management System</li> </ul>			
p)	<p><b>Non - Conviction Certificate:</b></p> <p>The OEM will submit the undertaking regarding “<b>Non –Conviction Certificate</b>” as prescribed in <b>Form-E</b>.</p>			
q)	<p><b>No Deviation Certificate:</b></p> <p>The OEM will submit ‘<b>No Deviation Certificate</b>’ as prescribed in <b>Form-F</b>.</p>			

Sl. No.	Particular of Document	Page Nos. (from – to__)	WAPCOS Remark	
			Yes	No
r)	<b>Undertaking regarding Blacklisting / Non Debarment</b>  The OEM will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in <b>Form-G.</b>			
s)	<b>Undertaking regarding Restriction under Rule 144(XI)</b>  The OEM will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in <b>Form –H.</b>			
t)	<b>Preference to Make in India:</b>  The OEM shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in <b>Form-I</b> duly signed by Statutory Auditor and must carry <b>UDIN (Unique Document Identification Number)</b>  <b>Note: This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-I</b>			
u)	Format for Performance of works awarded by WAPCOS (Completed & Ongoing) in <b>FORM J</b>			
v)	Format for Performance of EMRS works awarded by any PSU (Completed & Ongoing) in <b>FORM K</b>			
w)	<b>Undertaking for owning the Plants &amp; Machineries:</b>  The OEM will submit the “Undertaking for owning the Plants & Machineries” as prescribed in <b>Form –L</b> for supply of quality furniture			
x)	Consent Letter to execute the Integrity Pact ( <b>Form-M</b> ).			
y)	Proof of having registered Service Centre in Chhattisgarh to take up the service Warranty up to 3 years without any delay			

#### **4.0 CONTENTS OF FINANCIAL BID**

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

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

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

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

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

#### **5.0 OPENING OF FINANCIAL BID**

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

#### **6.0 SIGNING OF THE CONTRACT**

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

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

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows;

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

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

- a) Tender Document no. \_\_\_\_\_ dtd. \_\_\_\_\_
- b) Letter of Award to OEM by WAPCOS
- c) Corrigendum/Amendments, if any
- d) Clarifications / Correspondences, if any
- e) Any other documents as forming part of the contract

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

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

---

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the WAPCOS

For and on behalf of the OEM

NAME \_\_\_\_\_

NAME

\_\_\_\_\_  
Designation

Designation

**in the presence of witness:**

**in the presence of Witness**

1 \_\_\_\_\_

1 \_\_\_\_\_

—

2 \_\_\_\_\_

2

\_\_\_\_\_

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

---

**FORMAT FOR LETTER OF AWARD****No.** .....**Date:**.....**M/s** .....(Name of successful OEM)  
..... (Address of successful OEM)  
.....**Subject: Award Letter for “.....( Name of work)”****Reference:** Tender No. ....

Sir,

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

<b>Work</b>	<b>Awarded Cost including GST</b>
.....( Name of work)	Rs.....

1. The “Date of Commencement of Work” shall be immediately after award of work and accordingly, planning should be started for deploying manpower, resources as per Terms & Conditions of Tender document.
2. The tender document wholly accepted by you along with all related correspondences at the time of bidding shall form a part of this letter of award.
3. Factory visit of WAPCOS officials shall be conducted within 10 working days of Letter of Award, hence prepare the sample as per the specifications & BoQ for display of the sample of each furniture items for the approval of NESTS/WAPCOS.
4. You are requested to submit the Performance Security @5% of Tendered Value as per the form enclosed in the tender document before signing of the Agreement within 15 (Fifteen) days of the date of acceptance of the letter of award and sign the Contract Agreement.
5. Schedule Plan/ Bar chart to complete the work in stipulated time period from the date of award of the work. The OEM will make all efforts to complete the work in given period of time.
6. The terms & conditions of the Work will be governed as mentioned in the tender document.

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

Thanking You,

Yours faithfully,

**(Name & Designation  
of the Tendering Authority)**

**SECTION – III**

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**FORMS**

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**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)****LETTER OF TRANSMITTAL FOR TECHNICAL BID**

To,  
The Chief Engineer  
Construction Management Unit-III  
WAPCOS Limited

**Subject: Submission of Bids for “Supply & Installation of Furniture for Eklavya Model Residential School (EMRS) Manpur-II, District Rajnandgaon, Chhattisgarh”**

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

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

Name of work	Certificate from

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

**LETTER OF TRANSMITTAL FOR FINANCIAL BID**

Date:

To,  
The Chief Engineer  
Construction Management Unit-III  
WAPCOS Limited

**Sub: Financial Bid for “Supply & Installation of Furniture for Eklavya Model Residential School (EMRS) Manpur-II, District Rajnandgaon, Chhattisgarh”**

Dear Sir,

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

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

Yours faithfully,

Date:

(Signature, name and  
designation  
of the Authorized signatory)

Place:

**Name and seal of OEM**

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)****DECLARATION BY THE OEM**

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

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through each & every section of the tender document for the work for **“Supply & Installation of Furniture for Eklavya Model Residential School (EMRS) Manpur-II, District Rajnandgaon, Chhattisgarh”**.

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

**Certificate:**

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**[TO BE SUBMITTED ORIGINAL ON LETTER HEAD OF STATUTORY AUDITOR/ OEM  
CHARTED ACCOUNTANT]**

**FORM-A: FINANCIAL INFORMATION**

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

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s .....( Name & address of OEM), as submitted by the OEM to the Income Tax Department.

**Date:**

**(Signature of Statutory Auditor/ OEM  
Chartered Accountant with Seal)**

**Place:**

**UDIN No. :**

**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]**

**FORM- B: SOLVENCY CERTIFICATE**

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

**Name of Work : Solvency for “.....” (Name of Work)**

This is certify .....M/s.....(name of OEM  
& address)..... as a Customer of our Bank Account are/ is  
respectable and can be treated as good for any engagement up to a Limit of Rs.  
..... (Rupees.....)  
.....  
...

**(Signature for The Bank)**

**NOTE:**

1. Solvency Certificate should be on letter head of the Bank addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana. The language of this Form may be changed as per the standard format of Bank, without affecting the objective.

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)****FORM-C: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY****Bank Guarantee/ Solvency Certificate / Completion Certificate****1. Solvency Certificate**

Present address of the Issuing Branch	Official Email Id	Landline no	Other Contact no.

**2. Completion Certificate**

Present address of the Issuing Authority	Official Email Id	Landline no	Other Contact no.

**3. EMD**

Present address of the Issuing Authority	Official Email Id	Landline no	Other Contact no.

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified by the issuing authority within 5 working days, then our bid may be rejected by WAPCOS and only we will be the responsible for the rejection.

**Date:****(Signature, Name, Designation  
of the Authorized signatory with Seal)****Place:**

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)****FORM- D: STRUCTURE & ORGANISATION**

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

**Date:****(Signature, Name, Designation  
of the Authorized signatory with Seal)****Place:**

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

**FORM-E: NO-CONVICTION CERTIFICATE**

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

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

---

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

**FORM-F: NO DEVIATION CERTIFICATE**

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

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

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

---

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

**FORM-G: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT**

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

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**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

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

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

---

**(TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF OEM)**

**FORM-I: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT**

We, ..... , a Chartered Accountant of OEM having our registered office address..... hereby state that, we are Statutory Auditor of the OEM M/s..... (CIN : .....).

The OEM is bidding for the “..... (Name of work)

We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy against WAPCOS Tender NIT No. .... Date :.....

We on the basis of the OEM's representation received, hereby confirm that, offer is achieving the minimum local content target as per of above Policy shall be **50%**.

**Date:**

**(Signature of Statutory Auditor with Seal)  
UDIN No. :**

**Place:**

---

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

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

This is to certify that our OEM is engaged in the following Ongoing / Completed works awarded by WAPCOS

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

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of OEM**

**NOTE:**

1. If OEM is not engaged by WAPCOS ever, then OEM will submit above information as NIL and their bid will be considered during evaluation.
2. If OEM is engaged in various works of WAPCOS, then it is mandatory to disclose the same in above format. In this condition, OEM will submit format FORM J(a) regarding performance of the OEM for completed and on-going works duly certified from the each concerned WAPCOS Official for each works. The same will be verified from the concerned WAPCOS Official. If the performance of the OEM is not satisfactory in any parameter of "Performance" mentioned in Form- J(a), then his bid will rejected in the Technical Evaluation.
3. It is mandatory for the OEM to disclose all the completed and ongoing projects in WAPCOS and to submit the Form J and J(a). If the OEM hide any project which is under progress or completed in WAPCOS, then his bid will not be considered for evaluation.

**[To be submitted by OEMs on Letter Head of WAPCOS]****FORM-J (a): FORMAT FOR PERFORMANCE OF WORKS AWARDED BY WAPCOS**  
**DULY CERTIFIED BY WAPCOS OFFICIAL****Performance Certificate**

<b>Sl. No.</b>	<b>Details</b>	<b>Particulars</b>
<b>1.</b>	Name of Work / Project & Location	
<b>2.</b>	Name of OEM	
<b>3.</b>	Awarded Cost (Including GST)	Rs.
<b>4.</b>	Completion Cost (Including GST)	Rs.
<b>5.</b>	Date of Start	
<b>6.</b>	Stipulated Date of Completion	
<b>7.</b>	Actual Date of Completion	
<b>8.</b>	Physical Progress on the date of publication of Tender	
<b>9.</b>	<b>Performance Parameters:</b>	
	a) Complain regarding quality of work from client/ WAPCOS	Yes / No
	b) Quality of Work	Poor / Good / Very Good / Excellent
	c) Timely Completion	Yes / No

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

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

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

**FORM-K: PERFORMANCE OF EMRS WORKS AWARDED BY ANY PSU**  
**(COMPLETED & ONGOING)**

This is to certify that our OEM is engaged in the following Ongoing / Completed EMRS works awarded by the PSUs

<b>SN</b>	<b>Name of Project</b>	<b>Location &amp; state of EMRS</b>	<b>Date of Award</b>	<b>Award Value</b>

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of OEM**

NOTE:

1. If OEM has not executed any EMRS, then OEM will submit above information as NIL and their bid will be considered during evaluation.
2. If OEM is engaged in various EMRS of any PSU, then it is mandatory to disclose the same in above format. In this condition, OEM will submit format FORM K(a) regarding performance of the OEM for completed and on-going works duly certified by Nodal Officer of PSU for each work separately. The same will be verified from the concerned Nodal offices of PSU. If the performance of the OEM is not satisfactory in any parameter of "Performance" mentioned in Form- K(a), then his bid will not be considered for financial evaluation.
3. It is mandatory for the OEM to disclose all the completed and ongoing projects in WAPCOS and to submit the Form K and K(a). If the OEM hide any project which is under progress or completed in WAPCOS, then his bid will be rejected in the Technical Evaluation.

**[To be submitted by OEMs on Letter Head of PSU]****FORM-K(a): FORMAT FOR PERFORMANCE OF EMRS WORKS AWARDED BY ANY PSU  
(COMPLETED & ONGOING)****Performance Certificate**

1.	Name of work / project & Location	
2.	NIT Cost including GST	
3.	Awarded Cost including GST	
4.	Date of Start	
5.	Stipulated date of completion	
6.	Physical Progress of work as on date	
7.	Expected / Actual date of completion	
8.	Any Litigation during execution of project	
9.	Performance Report :	
	a) Quality of work	Satisfactory/ Not satisfactory
	b) Progress of work	Satisfactory/ Not satisfactory
	c) Technical Proficiency	Satisfactory/ Not satisfactory
	d) Resourcefulness	Satisfactory/ Not satisfactory

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

**(Signature, Name and Designation  
of the Nodal Officer of PSU)**

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

**FORM-L: UNDERTAKING FOR OWNING THE PLANTS & MACHINERIES**

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

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

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

---

**FORM-M**  
**FORMAT FOR INTEGRITY PACT**

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

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

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

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

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

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

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
 .....  
 (Name and Address of the Individual/firm/Company) through  
 ..... (Hereinafter referred to as  
 the  
 (Details of duly authorized signatory)

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

**Preamble**

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

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

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

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

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not

provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

### **Article 3 : Consequences of Breach**

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
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**Article 4: Previous Transgression**

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

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

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

**Article 6 : Duration of the Pact**

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

**Article 7 : Other Provisions**

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

#### **Article 8 : LEGAL AND PRIOR RIGHTS**

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

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

#### **SIGNED, SEALED AND DELIVERED**

<b>For and on behalf of the OEM</b>	<b>For and on behalf of the Principal Employer/Employer</b>
NAME _____ Designation _____	NAME _____ Designation _____
<b>in the presence of witness:</b>	<b>in the presence of Witness</b>
1 _____	1 _____
2 _____	2 _____

**SECTION – IV**

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**TERMS OF REFERENCE**

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## SECTION – IV

### TERMS OF REFERENCE

#### 1.0 DEFINITIONS

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

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

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

## 2.0 PERFORMANCE SECURITY

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

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

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

### **3.0 SECURITY DEPOSIT / RETENTION MONEY**

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

The Security Deposit as deducted above shall be released after 3 years of successful Completion of the project Construction of Eklavya Model Residential School (EMRS) at Manpur-II, District Rajnandgaon, Chhattisgarh, as recorded by NESTS.

### **4.0 COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE**

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

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

### **5.0 COMPLETION PERIOD**

The completion period will be 45 days from the date of award of the work. the OEM will make all efforts to complete the work in given period of time. The record date of completion shall be successful completion of installation of furniture work as recorded by the Engineer-In-Charge.

### **6.0 Payment Terms**

- The full payment shall be made after successful installation of particular furniture item of work mentioned in Bill of Quantities at site and after submission of running invoices duly signed and verified by the authorised WAPCOS representative and approved by the Engineer-in Charge.
- The OEM will submit bill of minimum value Rs. 75 lakhs including GST for the work as per following.

On supply of furniture at Eklavya Model Residential Schools	70% cost of the furniture/equipment consideration, as mentioned in Schedule Quantities.
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On Successful/satisfactory Installation of furniture equipment	20% cost of the furniture/equipment consideration, as mentioned in Schedule Quantities
On overall testing and commissioning or handing over of the furniture to the Employer/ Owner and upon issuance of Completion Certificate by the Engineer-In-Charge	10% cost of the furniture consideration, as mentioned in Schedule Quantities
<b>Note: The safety &amp; security of the furniture upto handing over will be the responsibility of OEM</b>	

- The full payment will be made according to the actual installed quantities by the OEM in respect of Bill of Quantities.
- The OEM acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM), WAPCOS is only working as intermediary between NESTS being Principal Employer. Thus the OEM unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from NESTS being Principal Employer. The OEM also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to OEM) is not received from NESTS, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to OEM. The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to OEM).
- All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.

## 7.0 Insurance

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

## 8.0 Safety & Security Measures

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

## 9.0 Arbitration

Any dispute, controversy or claims arising out of or relating to this Contract Agreement (Agreement that will be signed between WAPCOS and OEM, if work is awarded to OEM), or the breach termination or invalidity thereof shall be settled through following mechanism:

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

## **10.0 Governing Laws and Jurisdiction**

The tender document shall be governed by the Indian Laws and Rules as amended from time to time. The Courts of Delhi alone shall have exclusive Jurisdiction in all matters arising under this contract.

## **11.0 Additional Conditions**

- The OEM shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Project Management Group (PMG) constituted by the NESTS or

by the Building Works Committee or third party agency by WAPCOS or any statutory committee or by any duly authorized representative of WAPCOS, during the progress of works up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Project Management Group (PMG) constituted by the NESTS, Building Works Committee or authorized representative of WAPCOS or third party authorized by WAPCOS/ NESTS or any statutory committee, will be carried out or replaced/ modified by the OEM at his own risk and cost. WAPCOS will not pay any extra amount for such rectification or replacement

- The work shall be executed as per Indian Standard Specification, Code(s) of practice of Bureau of Indian Standards (formerly ISI) or any such other specifications as may be decided mutually by the WAPCOS and NESTS.
- If any type of the miss-happening during the execution of work (i.e. Injury /Mobilization/Loss/Losses in Transportation/ losses in Installation /Theft etc.) & the responsibility of skilled & un-skilled labor or any legal matter involved in this matter in the concerned jurisdiction will be borne by OEM.
- The OEM shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works
- OEM should hand over the warranty of the branded/ specialized items of furniture.
- In case of any inconsistency between clauses, the clause favorable/ beneficiary to the Work will prevail which will be decided by the owner and WAPCOS.

## **12.0 Conditions of Contract**

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

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**Annexure – II**

**(To be submitted on non-judicial stamp paper of Rs. 100)**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

**Authorized Signatory of ..... Bank**

**Signature**

**Name.....**

**Signature Code/ S.S no. ....**

**Signature**

**Name.....**

**Signature Code/ S.S no.  
.....**

## **SECTION – V**

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### **SCOPE OF WORK**

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## **SECTION–V**

### **SCOPE OF WORK**

#### **1.0 GENERAL**

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

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

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

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

#### **2.0 SCOPE OF WORK FOR FURNITURE**

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

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

##### **Approval of Samples**

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

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

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

#### **Design Verification and Site Coordination**

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

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

#### **Factory Inspection**

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

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

#### **Variations and Modifications**

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

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

### **3.0 GUARANTEE FOR TERMITE FREE FURNITURE**

The OEM shall provide the Guarantee Bond for Anti termite treatment on Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate for 05 years to be reckoned from the date of Completion of the project Construction of Eklavya Model Residential School (EMRS) Manpur-II as recorded by NESTS. This Guarantee Bond for Anti termite treatment shall be submitted by OEM with final bill as per **Annexure-III**.

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#### **4.0 GUARANTEE / WARRANTY CERTIFICATE FOR FURNITURE**

The Bidder shall provide the Guarantee / warranty certificate for Furniture installed by the OEM for minimum 03 years from the date of completion recorded by the Engineer-In-Charge

#### **5.0 TEST CERTIFICATES**

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

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

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

#### **6.0 WARRANTY PERIOD**

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

#### **7.0 Other Conditions**

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

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

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_  
(Name of OEM & address) \_\_\_\_\_ (hereinafter called the OEM / GUARANTOR of  
the one part) and the \_\_\_\_\_ (hereinafter called Principal  
Employer/Employer of the other part) for Anti Termite Treatment Works for Supply &  
Installation of Furniture for Eklavya Model Residential School (EMRS) Manpur-II, District  
Rajnandgaon, Chhattisgarh.

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

THE GUARANTOR hereby guarantee that the anti-termite treatment given by him will render  
the wooden works completely Termite proof and the minimum life of such Anti-Termite  
treatment shall be 05 (five) years to be reckoned from the date after the Defect Liability Period  
whichever is later, prescribed in the contract.

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

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

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

**SIGNED, SEALED AND DELIVERED**

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

**in the presence of witness:**

1 \_\_\_\_\_

2 \_\_\_\_\_

NAME \_\_\_\_\_  
Designation \_\_\_\_\_

**in the presence of Witness**

1 \_\_\_\_\_

2 \_\_\_\_\_



**SECTION– VI**



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**BILL OF QUANTITIES**

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**Section - VI**  
**Bill of Quantity for Phase-II**

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

Item No	Specification	Items	Sample Image	Quantity	Unit
3	<p><b>Metal Table with Integrated Storage 900(L) x 600(W) x 750(H) for single student</b></p> <p><b>Work Top Shall be made up of 25mm thick Prelam (OSL) particle board confirming to IS 12823: 1990 with post formed edge moulding on one side and 2 mm thick Machine pressed PVC edge banding glued with industrial adhesive and monolithically diffused with board on other three sides.</b></p> <p><b>Supporting Strucure of table top consits of 4 vertical Legs of ERW tube 40 x40 x 1.6 mm and one storage unit. The vertical legs are connected with 2 cross horizontal members of size ERW Tube of 40 x 40 x 1.6 mm provided at top a. The table shall have provisions of foot rest made up of 25 x25 x1.2 mm ERW pipe fitted in between two vertical legs and also support the storgae unit &amp; acts as bracing member. All ERW pipes are pipe shall to confirm to IS grade IS 4923 and shall be finised with epoxy polyster powder coated DFT 50-60 Micron Confirming IS 13871:1993.</b></p> <p><b>Drawer Unit: SPECIFICATIONS :-</b></p> <p><b>Table shall have1 numbers of Metal Storage consiting of Shutter of size consiting of 350 (W ) x 550 (D) x 280 (H) mm Pad Lock provision . All metal component including shutter and Shelf shall be made of 0.8mm thick CRCA confirm to IS grade IS 4923 and shall be</b></p>	Metal Table with Integrated Storage		80	Each
4	<p>Supply and placing of chair with MOULDED PLY SHELL: The Nosh shell is made up of moulded ply in Veneer or Laminate finish.</p> <p>Shell Size - 420 mm(W) X 410mm (D) X 440 (H) X Thickness 12mm.</p> <p><b>UNDERSTRUCTURE:</b></p> <p>The Understructure is made up of Diameter 19 x 1.6mm thk and 2mm MS plate welded with it. Powder Coating done in Texture Metallic Silver Color having DFT - 50 to 80 micron.</p>	Chair without arm		240	Each

**SECTION– VII**

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**FINANCIAL PROPOSAL**

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## **Section-VII**

### **Financial Proposal**

#### **Note regarding fill of Financial Proposal on GeM Portal: -**

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