

REQUEST FOR PROPOSAL (RFP)

FOR INVITING BIDS

FOR

TERM LOAN FACILITY

MAY, 2025

**WAPCOS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)**

WAP/RFP/TERMLOAN/2025/5/1

WAPCOS LIMITED
(A Government of India Enterprise)
76-C, Sector 18, Gurgaon - 122015
Phone – 0124 - 2399221, website: www.wapcos.co.in

WAPCOS Limited, herein after referred to as ‘The Company’, invites Proposals for availing Term Loan Facility of Rs. 235 Crores for meeting its working Capital requirements.

Background :

WAPCOS Limited is a Mini Ratna –I, Schedule “B” Public Sector Enterprise under the aegis of The Ministry of Jal Shakti. The company is providing Concept to Commissioning services in the fields of Water Resources, Power & Infrastructure Development on Pan India basis. At present, the company is operating in more than 30 countries.

The company follows Best Practices of Corporate Governance and has Audit Committee, Whistle Blower Policy, and Risk Mitigation Policy etc. in place. The company has won several awards and accolades. The company’s shares are fully owned by the Government of India.

The company is having a subsidiary namely ‘National Projects Construction Corporation (NPCC) Limited which is engaged in execution of Construction Projects in India. The Company owns 98.89% shareholding of NPCC Limited while the balance shares are owned by 14 State Governments.

Also the company is in process of merging the Subsidiary (NPCC) with WAPCOS.

1. Eligible Bidders

The eligible Bidders, as per eligibility conditions prescribed in 'Eligibility Criteria' may submit proposal as per the guidelines mentioned here under.

2. Address for Communication

The Address for Communication is as follows:

Mr. Pankaj Kumar ,
Dy. Manager (Finance) ,
WAPCOS Limited,
76- C, Sector 18,
Gurgaon - 122015

3. Existing Fund Based / Non Fund Based Facilities

Fund Based: The Company has availed Term Loan Facility of Rs.400.00 Crores for working capital by providing a floating charge on the Company's assets. The limit is utilized to the extent of Rs. 343.00 Crores as on 08.05.2025. These are secured by charge on the assets of the company.

Non-Fund Based Limits: The Company has been sanctioned Bank Guarantee Limits of Rs.965.00 Crores. The utilization is Rs.346.69 Crores as on 31.12.2024.

4. Terms and Conditions for the proposed term loan

S. No.	Item	Details
1.	Borrower / Company	WAPCOS Limited
2.	Facility	The Company intends to take term loan for an amount upto Rs. 235.00 Cr. for meeting its working capital requirements.
3.	Availability period of facility	The company shall draw money in phases as per requirements. The facility shall be available for draw down till 36 months from the date of execution of facility agreement.
4.	Security	The Term Loan shall be secured by providing a charge on the Company's assets.

5.	Commitment Charges	There shall not be any commitment charges in the sanctioned facility.
6.	Pre Payment charges	NIL The borrower shall be entitled to pre pay the loan amount on pro-rata basis in part or in full together with all the interest due and payable to the Lender before the close of the loan term, without levy of any kind of pre payment charges.
7.	Tenure of Term Loan	The Term Loan should be for a period of 10 years.
9.	Miscellaneous	The facility shall not require submission of stock statement. Any conditions / covenants as may be contained in the documents to be executed by the borrower, which, to the extent are inconsistent with the terms and conditions as contained in the RFP shall be deemed to have been relaxed/ waived by the bidder. The terms and conditions of the RFP shall override any such contradiction/ conflict.

5. Language of Bid

The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and WAPCOS shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder.

6. The bidders shall be required for the quote for the full term loan amount as per tender and any bid quoting below Rs 235.00 Crore shall be treated as non-responsive bid.

The work shall be awarded to the L-1 Bidder whose financial quote shall be the lowest amongst the qualified bidders. In case of tie the loan component shall be distributed equally amongst the tied bidders subject to their concurrence to such proportionate allocations.

In case a tied bidder does not agree to the proportionate allocation then it shall forfeit the right for allocation of loan amount without any dispute and its share shall be distributed equally amongst the other tied bidder's agreeing to the proportionate allocation. The works shall be awarded to the remaining L1 bidder in case the work cannot be awarded to tied bidders.

7. The Company shall have full rights not to accept any Bid or to cancel the tender process at any stage without assigning any reason.
8. The Bid submitted by the bank shall be considered to be with the sanction of competent authority of the bank, requiring only execution of the documents for the purpose of Loan Drawal.

Any conditions / covenants as may be contained in the documents to be executed by the borrower, which, to the extent are inconsistent with the terms and conditions as contained in the RFP shall be deemed to have been relaxed/ waived by the bidder. The terms and conditions of the RFP shall override any such contradiction/ conflict.

9. **Period of Bid Validity:** The Bids shall remain valid for a period of 120 days from the last day of closing the Bids.

10. **Credit Rating:** The Company is having Credit Rating of IND A- / Stable.

11. ELIGIBILITY CRITERIA:

- (a) The Bidder should be a Scheduled Commercial Bank of Indian Origin Bank/Financial Institution notified by Reserve Bank of India.
- (b) Any change in tender conditions shall be treated as deviation and will lead to rejection of bid.

12. Arbitration

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

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.

d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

e. 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

f. 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.

13. BID SUBMISSION:

13.1.1 Proposals are to be submitted in single cover as per the following directions:

(a) Annexure-I format.

(d) Bidder should furnish financial bid in the format as per **Annexure- II**.

13.2 WAPCOS reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

a) WAPCOS will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.

b) Consortium bids will not be allowed.

13.3 The last date of bid submission shall be as mentioned in the CPP Portal. The bid received after the date and time will be summarily rejected. For any clarification or

details, the prospective bidder are advised to contact the above mentioned officer on Telephone No: 9812884135 between 10.00 A.M. to 17.00 P.M. on working days (Monday to Friday).

14. REQUIREMENT FOR FINANCIAL BIDS:

- i. The Bidder is required to quote the rates in both words and figures.
- ii. In case of mismatch between the words and figures, the amount in words will be taken as correct for all purposes, including evaluation of bids.

On Letter Head of the Bank/ Financial Institution

Annexure - I

TECHNICAL PARTICULARS

1.	Name of Bidder	
2.	Postal address with Telephone / fax No./official e-mail for communication	
3.	Name, address, telephone/fax No./ email with whom reference may be made	
4.	Confirmation regarding fulfillment of eligibility criteria	
5.	Any other information the bidder may desire to furnish:	

Certified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed / misrepresented.

Further , we agree with all the terms & Conditions laid down in the tender document.

Seal with Signature of the authorized signatory of the bidder

On Letter Head of the Bank/ Financial Institution

Annexure –II

Financial Bid

Sl. No.	Particulars	
1.	Sanctioned Loan Amount (Rs. in Cr.)	235.00
2.	Tenure of Loan (Years)	10
3.	Bidder's Rate (%) – 3 Month MCLR rate	
4.	+/- Spread on Row 3	
5.	Effective rate 3+4	

- Any bidder not quoting in accordance with the above requirement shall be summarily rejected

Seal with Signature of the authorized signatory of the bidder

Note:- Pdf version of financial will be valid for financial evaluation purpose.