

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-08-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-08-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Jal Shakti
विभाग का नाम/Department Name	Department Of Water Resources River Development And Ganga Rejuvenation
संगठन का नाम/Organisation Name	Wapcos Limited
कार्यालय का नाम/Office Name	Wapcos Limited
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :asa@wapcos.co.in Buyer Email id: buycon44.wl.hr@gembuyer.in
वस्तु श्रेणी /Item Category	Financial Audit Services - ENGAGEMENT OF AGENCY FOR FORENSIC AUDIT OF FINANCIALS OF WAPCOS LTD; Audit Firm, CA Firm
अनुबंध अवधि /Contract Period	9 Month(s) 3 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	10000000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
-----------------------------	---------------------

ईएमडी राशि/EMD Amount	200000
-----------------------	--------

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	11

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

WAPCOS Limited
WAPCOS Limited, 76-C, Institutional Area, Sector -18, Gurugram - 122015
(Wapcos Limited)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of

"Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1786614296.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
75	100	100	View File

Total Minimum Qualifying Marks for Technical Score: 100

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:To be intimated later

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
---	------------------------------

18-08-2026 11:00:00

Online Mode Link will be shared

Financial Audit Services - ENGAGEMENT OF AGENCY FOR FORENSIC AUDIT OF FINANCIALS OF WAPCOS LTD; Audit Firm, CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	ENGAGEMENT OF AGENCY FOR FORENSIC AUDIT OF FINANCIALS OF WAPCOS LTD
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	FORENSIC AUDIT OF FINANCIALS OF WAPCOS LTD
Category of Work under Financial Audit	As per tender document
Type of Industries/Functions	As per tender document
Frequency of Progress Report	As per tender document
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per tender document
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
18%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Virendra Dhawan	122015,Plot No 76C, Institutional Area, Sector 18, Gurugram	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.

12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

REQUEST FOR PROPOSAL

FOR

**ENGAGEMENT OF AGENCY FOR FORENSIC AUDIT OF FINANCIALS OF
WAPCOS LTD.**



Plot No. 76-C, Institutional Area

Sector 18, Gurugram,

Haryana- 122015

BID DATA SHEET

NOTICE INVITING e-TENDER (NIT)

Subject: Engagement of Agency for Forensic Audit of Detors and Creditors of WAPCOS Ltd.
WAPCOS Limited (A Govt. of India Undertaking) invites online tenders for experienced Agencies/ Consultancy Firm and competent bidders for the Services on QCBS Mode (70:30) as per the following details:

The tenders shall be available in website www.wapcos.co.in, GeM Portal (<https://gem.gov.in>) on dates as mentioned below. Bids to this tender will be accepted only through ONLINE mode through the website GeM Portal. No other mode of bid will be considered and accepted.

1.	Name of Work / Project	: Engagement of Agency for Forensic Audit of Financials of WAPCOS Ltd.
2.	Tender Invitation Date	: As Per GeM Portal
3.	Website for viewing tender	: https://gem.gov.in
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the <i>Corrigendum</i> / Addendum, if any.	: https://gem.gov.in
5.	Estimated Cost	: Rs. 1 Crore including GST
6.	Cost of Tender Document / Processing Fee	: Nil
7.	Earnest Money Deposit (EMD)	: Rs. 2 Lakh (2% of Estimated Cost) shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks, or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of "WAPCOS Limited" payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB Gurugram Note: Exemption to MSME in EMD as per GeM
8.	Performance Bank Guarantee	: Rs. 3 Lakh (3% of Total Estimated Cost)
9.	Method of Selection	: QCBS (70:30)
10.	Project Completion Period	: The time period shall be 270 Days .
11.	Place of Delivery	: Gurugram, Haryana + As Required

12.	Validity of Bid/Tender	300 Days from Bid Opening date
13.	JV/Consortium	Not Allowed
14.	Last date of Online Submission of Bid	: As per GeM Portal
15.	Date & Time of opening of Bid	: As per GeM Portal
16.	Last date & time of Procurement / download of tender Document	As per GeM Portal
17.	Last date & time for online submission of Technical & Financial Bid	: As per GeM Portal
18.	Pre-Bid Meeting	The pre-bid meeting will be held in 15 days from the uploading of this document. Alternatively, Bidder can ask their queries in writing through GeM Portal only.
19.	Address for Submission of Original EMD.	WAPCOS Ltd General Manager (Finance) WAPCOS Ltd, 76-C, Institutional Area, Sector-18, Gurugram, Haryana - 122015
20.	Online opening of Technical Bid	: As per GeM Portal
21.	Online opening of Financial Bid	: Will be Intimated to Technically Qualified Bidders.
22.	WAPCOS Communication address during Tendering and execution of works	: WAPCOS Ltd General Manager (Finance) WAPCOS Ltd, 76-C, Institutional Area, Sector-18, Gurugram, Haryana - 122015

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

The purpose of this NIT is to provide with information to interested parties to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries and will be required to confirm, in writing, that they have done so and they did not

rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

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

**For and on behalf of
WAPCOS LIMITED**

General Manager (Finance)
WAPCOS Limited
Gurgaon, Haryana, India

MINIMUM ELIGIBILITY REQUIREMENTS

GENERAL CONDITIONS OF BID

MANDATORY CRITERIA (Table - 1)

Scrutiny of the proposals for responsiveness will be done to determine whether the bidders meet the preliminary eligibility criteria as defined as under.

Table 1			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	The bidder should be an Indian Registered Company under Companies Act 2013 Proprietorship Company/ LLP/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.	Certificate of incorporation /registration.	Complied (Yes/No) Page Reference to the supporting documents attached.
2.	The Bidder should not have been blacklisted by central or state governments, PSU's, bilateral funding agencies in India.	Self-certification by Company secretary.	Complied (Yes/No) Page Reference to the supporting documents attached
3.	Copy of PAN Number	Copy of PAN Card	Complied (Yes/No) Page Reference to the supporting documents attached
4.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	Copy of GST Registration Certificate	Complied (Yes/No) Page Reference to the supporting documents attached

Note: A "NO" in any of the above will lead to the bidder being rejected at this stage itself. Further a "yes" should strictly be accompanied by supporting documents for assessing bidder's primary eligibility (rejection criteria). Any bid found non-responsive to the mandatory eligibility criteria, or not supported by adequate documentary evidence, shall be rejected without further consideration and shall not be evaluated further.

PRELIMINARY TECHNICAL & FINANCIAL CRITERIA

Table- 2			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	Receipt of EMD Transaction		
2	Letter of Transmittal in Bidders Letter Head (Annex-A)		
3	Declaration by the Bidder (Annex B)		
4	FORM – A: Financial Information Average Annual Turnover during the last three (03) years ending 31st March of 2026 should be at least 50 Lakhs (50% of the Estimated Cost). The firm /agency shall provide financial turnover of the firm for the last Three years (Ending March 2026) duly certified by statutory auditors / Chartered Accountant. MSES & Startup Relaxation as per GeM Portal shall be provided The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.	Copy of certificate from Chartered accountant /Statutory auditor along with copy of Balance sheet	Complied (Yes/No) Page Reference to the supporting documents attached.
	The Consultant should not have incurred any loss (profit after tax should be positive) in more than two years during last three years ending March, 2026 duly audited by the Chartered Accountant.		Certificate from the Chartered Accountant along with UDIN Number
	The Consultancy should have a positive net worth during the last 3 years, ending March, 2026 Certificate shall be duly attested by the Chartered Accountant along with UDIN Number		Certificate from the Chartered Accountant along with UDIN Number
	Full Balance Sheet and Profit & loss Statement of Bidder for Last 3 years ending last financial year should be verified by Independent Chartered Accountant. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate		

	must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.		
5	FORM – B Statement of Experience of Similar Works as in Eligibility Criteria Executed/ Completed During the Last 7 Years.		
6	FORM – C Structure & Organization		
7	FORM – D Undertaking Regarding Blacklisting / Non-Debarment [To be submitted on Bidder's Original Letter Head and to be notarized]		
8	FORM – E Format for No Deviation Certificate. [To be submitted on Bidder's Original Letter Head]		
9	FORM – F Format for Integrity Pact [To be submitted on Bidder's Original Letter Head]		
10	FORM – G For Litigation History, Liquidated Damages, Disqualification [To be submitted on Bidder's Original Letter Head and should be notarized]		
11	FORM – H Details of Technical Personnel Proposed with Bio-Data		
12	FORM – I Approach, Methodology and work plan		
13	FORM – J Undertaking [To be submitted on Bidder's Original Letter Head] [Rule 144 (xi) in the General Financial Rules (GFRs), 2017]		
14	FORM – K Correspondence Details of Issuing Authority [To be submitted on Bidder's Original Letter Head]		
15	The Consultant should also have satisfactorily completed the Similar* type and nature of works with Govt. Departments/ Semi-Govt. Departments/ State Govt./ PSUs / Private Entity as mentioned below during the last 7 years ending previous day of last date of submission of tender.		

i. One (01) similar completed work, each having a contract value of not less than ₹80 lakh. or ii. Two (02) similar completed works, each having a contract value of not less than ₹50 lakh. or Three (03) similar completed works, each having a contract value of not less than ₹40.00 lakh. “Similar work*” refers to consultancy services for Forensic Audit of Financials of a Public Sector Enterprise/ Government / PSU / Corporate entities / financial institutions or Forensic Investigation and Verification of Long Outstanding Receivables and Payables / Forensic Audit of Project Receivables, Vendor Liabilities and Financial Transactions/ Comprehensive Forensic Audit of Debtors, Creditors and Financial Records. Copy of Completion certificate signed by Engineer not below the rank of Executive Engineer or equivalent needs to be enclosed. In the case of the private sector work, signed completion certificate issued by the competent authority must be submitted duly supported by the TDS certificates in the form 26AS duly authenticated by the chartered accountant or certification by the chartered accountant. MSES & Startup Relaxation as per GeM Portal shall be provided		
--	--	--

Note:- As per GeM GTC “The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

KEY EXPERT PERSONNEL DETAILS

EVALUATION & SELECTION CRITERIA

Evaluation shall be made under Quality Cost Based Selection (QCBS). Under QCBS, the technical proposals will be allotted weightage of 80% and only agencies securing minimum 75 marks in technical evaluation shall be considered technically qualified. Financial proposals of only those agencies who are technically qualified shall be opened online. Financial proposals will be allotted weightage of 20%.

TECHNICAL

Technical Bid- Eligibility

The first stage of technical evaluation will be based on fulfilling the eligibility criteria based on Table 1 and Table 2. **The agencies qualifying and justifying the eligibility criteria with documentary proof are only considered for further technical evaluation. WAPCOS reserves the right to reject the Bid under any of the following circumstances:**

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

Technical Bid-Evaluation

The Bidders qualifying the eligibility criteria will be evaluated as given in Table 4: Criteria for evaluation of performance of bidders. Only in case of those bids achieving the minimum qualifying marks of 75, the financial bids will be opened. **Each bidder will have to present a presentation (Part of evaluation as given in Table 4) to the WAPCOS committee via video conference before opening of financial bid.** The Date & time of the presentation will be intimated to bidders.

KEY EXPERT PERSONNEL DETAILS

Table 4: Criteria for Evaluation of Performance of Bidders		
Sr. No.	Technical Evaluation	Marks
1	The bidder must have minimum experience of 03 years during the last 7 years in the field of consulting services for state/central Government and their undertakings/ Private Entities/ Corporates/Financial Institutions / PSEs.	10

	= 3 Years	5
	> 03 to 05 years	8
	> 05 years	10
2	Annual Average Turnover of the company in last three years	10
	> 50 lakh to 1 Crore	5
	> 1.0 Crore to 4 Crore	8
	> 4 Crore	10
3	The Bidder should have experience in consultancy assignments related to consultancy services for Forensic Audit of Trade Debtors and Creditors of a Public Sector Enterprise/Forensic Investigation and Verification of Long Outstanding Receivables and Payables/ Forensic Audit of Project Receivables, Vendor Liabilities and Financial Transactions/ Comprehensive Forensic Audit of Debtors, Creditors and Financial Records for Government / Semi-Government Departments / PSUs / Private Entities/ Corporates / Financial Institutions / PSEs. The completion certificates to be attached.	20
	> =3 to 5 Work Orders	10
	> 5 to 07 Work Orders	15
	> 7 Work Orders	20
4	Each CV's Marking criteria	35
	Engagement Partner - 10	
	Team Leader - 8	
	Senior Forensic Audit & Domain Expert -7	
	Financial Analyst - 2	
	Domain Expert (4 Nos.) – 2 Marks for Each	
5	Evaluation of the CVs: 1. General Qualifications – 30% 2. Adequacy of the Services - 50% 3. Total Years of the Experience – 20%	100%
6	Presentation on Understanding of Assignment – 5 Marks Approach & Methodology – 10 Marks Work Plan & Resource Deployment – 10 Marks	25
	Total Marks	100

Note:- As per GeM GTC “The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.”

Right to Accept/ Reject the Bid

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the Tender process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

MSEs and Start-ups shall be considered eligible during evaluation for experience and average annual turnover with a minimum of 50% of the stipulated eligibility criteria

Opening of Financial Bid

Bids fulfilling the required minimum eligibility criteria and securing minimum 75 marks in technical evaluation would be considered for financial evaluation. The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

Selection Criteria – Financial

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.

SELECTION OF BIDDER

In QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub- clauses below. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be awarded the work. If two or more bids have the same highest score in the final ranking, the bid with a higher financial score will be H-1.

- i. The Technical Proposals are given an absolute technical score (Ta out of max 100) based on the evaluation criteria in Section VII: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100 (Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:

$$St = 100 \times Ta / Ta\text{-max},$$

in which "Ta-max" is the highest evaluated absolute Technical Score, "St" is the relative Technical score calculated, and "Ta" is the absolute Technical Score of the proposal under consideration. This normalization would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.

- ii. The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100(Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

$$Sf = 100 \times Fm / F,$$

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

- iii. The weights given to the Technical (T) and Financial (P) Proposals are specified in TIS/ AITC: T (the weight given to the Technical Proposal) in %, and P (the weight given to the Financial Proposal) in % (with T + P = 100%)
- iv. Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:
$$S = (St \times T + Sf \times P)/100.$$
in which "S" is the combined QCBS score, "St" is the relative technical score calculated as per sub-clause a) above and "Sf" is the financial score calculated as per sub-clause b) above.
- v. All scores shall be calculated up to two decimal places only.

AWARD OF WORK

- As per GeM Portal.

TERMS OF REFERENCE (TOR)

OBJECTIVES OF THE ENGAGEMENT

The forensic audit shall have the following objectives:

1. To verify the authenticity, completeness and correctness of all identified debtor and creditor balances.
2. To assess the legal enforceability and recoverability of outstanding receivables.
3. To verify the existence, accuracy and legitimacy of outstanding liabilities.
4. To identify fictitious, duplicate, inflated, unsupported or fraudulent transactions.
5. To detect manipulation of accounting records, journal entries, invoices, credit/debit notes, provisions, write-offs, reversals and other adjustments.
6. To examine compliance with contractual provisions, applicable accounting standards, statutory requirements and WAPCOS policies.
7. To identify cases requiring recovery action, reconciliation, settlement, arbitration, litigation, provisioning, write-off, write-back or any other appropriate legal or accounting treatment.
8. To determine and quantify the root causes of long-pending receivable and payable balances.
9. To identify financial irregularities, procedural lapses, negligence or supervisory failures and fix responsibility, wherever supported by adequate evidence.
10. To assess the adequacy and effectiveness of internal financial controls, ERP/SAP processes, project-accounting systems, billing mechanisms and governance arrangements.

To recommend corrective measures and develop a practical, time-bound roadmap for strengthening receivables management, payables management, contract administration, project accounting and financial governance and for preventing recurrence of similar issues. **1.2 Applicable Standards and Regulatory Framework**

The Agency shall perform the assignment in accordance with the latest applicable provisions of:

- 1) Companies Act, 2013.
- 2) Chartered Accountants Act, 1949.
- 3) Standards on Auditing (SA) issued by ICAI, wherever applicable.
- 4) Guidance Note on Forensic Accounting and Investigation issued by ICAI.
- 5) Indian Accounting Standards (Ind AS)/Accounting Standards, as applicable.
- 6) Goods and Services Tax (GST) Act and Rules.
- 7) Income Tax Act, 1961.
- 8) General Financial Rules (GFR), 2017.
- 9) Central Vigilance Commission Act, 2003
- 10) Prevention of Corruption Act, 1988 (as amended).
- 11) Information Technology Act, 2000.
- 12) Limitation Act, 1963.
- 13) Arbitration and Conciliation Act, 1996.
- 14) Any other applicable Central or State law, statutory regulation, Government notification or WAPCOS policy relevant to the assignment

2. SCOPE OF WORK

Financial Period: **FY 2016-17** to FY 2025-26, with emphasis on the position as at 31 March 2026.

The Forensic Auditor shall undertake an independent forensic and financial assessment of WAPCOS Limited to ascertain the reliability of its financial position; the quality, recoverability and adequacy of its assets and liabilities; and the financial impact of material irregularities, disputes and accounting weaknesses.

The scope shall include:

A. Receivables, Contract Assets, Advances and Deposits

- Verify and assess trade receivables, retention money, security deposits, EMDs, mobilisation and other advances, contract assets, unbilled revenue, work-in-progress and claims recoverable.
- Undertake ageing, balance confirmation and documentary verification of material balances.
- Classify balances as recoverable, doubtful, disputed or unrecoverable and estimate likely recovery and realisation timelines.
- Examine long-outstanding, unconfirmed and repeatedly carried-forward balances.

B. Project-related Financial Assessment

- Examine project-wise revenue, expenditure, margins and outstanding balances.
- Assess the financial impact of delayed projects, cost overruns, claims, counterclaims and incomplete project closure.
- Verify settlement and closure status of completed or terminated projects.
- Identify financially stressed projects and quantify related provisioning, impairment or write-off requirements.

C. Liabilities, Commitments and Disputes

- Verify trade payables, contractor and subcontractor liabilities, statutory dues, provisions, accrued liabilities and contractual commitments.
- Identify material unrecorded, understated, disputed, settled or otherwise adjustable liabilities.
- Examine arbitration, litigation, client and contractor disputes having financial implications.
- Assess contingent liabilities and the adequacy of related provisions and disclosures.

D. Financial Reporting and Balance-sheet Review

- Examine revenue recognition, contract accounting and the accounting treatment of claims, arbitration awards, retention money and project balances.
- Review investments, loans and advances, related-party balances, and inter-unit and inter-project balances.
- Verify material bank balances, bank reconciliations, realisations, borrowings, guarantees and financial commitments.
- Assess compliance with applicable accounting standards and the adequacy of financial-statement disclosures.
- Determine the adequacy of provisions and impairment recognised against receivables, claims, advances, investments and other assets.

E. Forensic Financial Analysis

- Examine material journal entries, adjustments, reversals, write-offs and unusual or unsupported transactions.
- Identify repetitive roll-forwards, unsupported accounting entries, diversion or misuse of funds, or other financial irregularities evident from the records.
- Quantify the financial impact of material findings, wherever feasible.
- Identify control weaknesses directly contributing to unreliable financial reporting or financial loss.

F. Expected Outcomes

The Forensic Auditor shall provide:

- an asset-quality and recoverability assessment;
- validation of liabilities and quantification of financial exposures;
- project-wise identification of stressed balances;
- recommended provisioning, impairment, write-off and accounting adjustments;
- assessment of the impact on profitability, net worth and cash flows;
- a materiality-based statement of forensic findings and financial risks;
- balance-sheet clean-up recommendations; and
- corrective measures relating specifically to financial reporting, accounting controls and monitoring of outstanding balances.

3. METHODOLOGY & APPROACH

The consultant shall adopt recognised forensic and financial analytical methodologies including data mining and ageing analysis, party/segment classification (Government/PSU/private/overseas; disputed/time-barred/confirmed), documentary evidence review (contracts, guarantees, arbitration awards), application of Ind AS 109 (ECL) principles and historical loss/provision matrix methods, verification with bank records and write-off history, and stress-testing of assumptions. Management representations shall be documented for all material conclusions.

4. DELIVERABLES & TIMELINE (270 DAYS)

The engagement shall be completed within 270 days from issue of work order in three phases

Phase	Timeline	Deliverable	Key Coverage
Phase I	Within 1 month of LoA	Preliminary Assessment Report	Preliminary party-wise ageing and assessment of trade receivables/debtors and trade payables/creditors; classification of receivables as recoverable, doubtful, disputed or unrecoverable and creditors as genuine, disputed, stale or write-back eligible; assessment of adequacy of existing provisions; quantification of the amount required to be provided for and/or written off in accordance with Ind AS 109 ; and identification of creditor balances requiring provisioning, adjustment, reversal or write-back, based on available records.

Phase II	Within 4 months of LoA	Detailed Interim Forensic Assessment Report	Detailed verification of receivables, payables, advances, deposits, contract assets, project balances, revenue recognition, bank accounts, borrowings, guarantees, statutory liabilities, disputes and contingent liabilities; examination of unusual transactions and unsupported balances; and preliminary quantification of material financial exposures.
Phase III	Within 7 months of LoA	Draft Final Forensic and Financial Assessment Report	Consolidated asset-quality, recoverability and liability assessment; provisioning, impairment, write-off and accounting-adjustment recommendations; quantification of litigation and contingent exposures; identification of financial irregularities and control weaknesses; and assessment of impact on profitability, net worth and cash flows.
Phase IV	Within 9 months of LoA	Final Forensic and Financial Assessment Report	Final report after consideration of factual clarifications, containing quantified findings, balance-sheet clean-up recommendations, amounts requiring recovery or adjustment, corrective measures for financial reporting and controls, and a prioritised action plan specifying timelines and responsible functions.

5. REPORTING & CONFIDENTIALITY

Findings and reports shall be submitted exclusively to the Chairman & Managing Director (CMD) or an authority expressly designated by the CMD in writing.

- All reports, working papers and data are strictly confidential and privileged; they shall not be shared, published or communicated to any third party without prior written consent of the CMD.
- The consultant and personnel shall execute a Non-Disclosure and Confidentiality Undertaking prior to commencement. All deliverables and underlying data remain the property of the Company.

6. SCOPE REVISION

Any addition, deletion or modification in scope, methodology, deliverables or timeline shall be effected only with prior written approval of the CMD. The consultant shall not expand or initiate extra work without such written approval. Any agreed change shall be documented by formal amendment to the work order with adjustments to fees/timelines as approved by the CMD.

7. VALIDATION & CONSULTATION PROCESS (FOR ACCEPTANCE OF RECOMMENDATIONS)

After Phase III, the consultant shall present draft findings to designated senior officers (including Director (Finance) and CFO) in a consultative review meeting; management representations and clarifications will be recorded and incorporated.

- Phase IV recommendations to be presented in a joint consultative workshop with senior management to produce an implementable roadmap; recommendations shall be formatted for Board consideration and adoption.

- For each material recommendation, the final report shall specify basis, expected benefit, implementation responsibility and timeline.

8. TEAM COMPOSITION & QUALIFICATIONS

Category	Minimum Qualification	Minimum Experience	Responsibility	Deployment
Key Personnel – K1 Engagement Partner	Chartered Accountant (CA)	≥15 years of post-qualification experience in statutory audit, forensic audit, financial investigations and fraud examination of Government/PSU/Corporate entities/ financial institutions.	Overall engagement supervision; strategic direction; quality assurance; approval of audit methodology; review and certification of all deliverables; liaison with WAPCOS Management and Audit Committee.	Intermittent throughout the assignment (270 Days)
Key Personnel – K2 Team Leader	Chartered Accountant (CA) / CFE	≥10 years' experience in forensic audits, financial investigations and project management.	Overall execution and coordination of the assignment; team management; planning and monitoring; stakeholder consultations; supervision of field investigations; review of findings and timely submission of reports.	Full Time – 270 Days
Key Personnel – K3 Senior Forensic Audit	CA/Forensic Accounting and Fraud Detection (FAFD)/Certified Fraud Examiner (CFE)/ another recognized qualification in fraud audit/investigation	≥10 years' experience in forensic accounting, fraud detection, financial investigations, evidence-based reporting and domain-specific analysis of Government/PSU projects/corporate entities/financial institutions.	Forensic examination of financial records and transactions; verification of debtor and creditor balances; identification and quantification of fraud indicators and irregularities; root-cause analysis; and development of evidence-supported findings.	Full Time – 270 Days

K4 – Financial Analyst	Chartered Accountant/ Cost and Management Accountant/ MBA (Finance)	Minimum 5 years of relevant experience	Review of project accounts and fund flows; assessment of recoverability of receivables; verification of liabilities, reconciliations and financial adjustments; and quantification of the financial impact of audit observations	Full Time – 270 Days
Support Personnel – S1 Domain Expert – (4 Nos.)	Graduate/Post Graduate in Finance, Commerce, Engineering, Management or relevant discipline	≥5 years' experience in project execution, contract management, financial analysis, receivables/payables, or sector-specific assignments relating to Government/PSU projects.	Assist in verification of project records, debtor and creditor analysis, contract review, recoverability assessment, documentation review and preparation of audit findings.	Full Time – 270 Days

Notes:

1. Detailed CV representing the relevant experiences as stated above shall be provided for evaluation.
2. The CVs of the following experts shall not be evaluated during the Technical Evaluation. However, the CVs of the Experts shall be submitted.
3. WAPCOS reserves the right to check the credentials submitted by the bidder.
4. No replacement shall be permitted without prior written approval

Apart from the above, the services of domain experts may be required during the course of the assignment, such experts shall be deployed from within the Consultant's team, and their services shall be deemed to be covered under the agreed Contract Price, with no additional financial implication to the Client.

Total Minimum Team Strength: 8 Personnel (4 Key Personnel + 4 Domain Experts)

9. INDEPENDENCE & CODE OF CONDUCT

Consultant must maintain complete independence, disclose any conflicts within 7 days, comply with professional code of ethics and GeM integrity clauses.

10. DATA ACCESS & COMPANY SUPPORT

- Company shall provide access (via a designated nodal officer) to books of account, ledgers, contracts, ageing schedules and personnel for interviews and confirmations.
- Consultant is responsible for confidentiality and safe handling of all data provided.

11. FEES & PAYMENT TERMS

The total value of the assignment shall be INR 50 Lakhs including GST.

Milestone	Payment
On submission of Preliminary Assessment Report	20%
On acceptance of Detailed Interim Forensic Assessment Report	20%
On acceptance of Draft Final Forensic and Financial Assessment Report	20%
On acceptance of Final Forensic and Financial Assessment Report	40%

Quoted fee to be all-inclusive (professional fees, taxes, out-of-pocket). Payments made upon acceptance by CMD/designated authority, subject to statutory deductions.

12. GENERAL TERMS (GeM COMPLIANCE)

- Engagement procured through GeM Portal per GeM General Instructions and Terms & Conditions for Services; bidder eligibility to be as per GeM service category and statutory requirements.
- Work order to include GeM clauses (integrity pact, arbitration, force majeure). Arbitration under Arbitration & Conciliation Act, 1996; seat at Gurugram/New Delhi.
- TOR forms part of bid document; inconsistency resolved by CMD whose decision is final and binding.
- Annexure V: Reporting Templates (Interim Figures schedule, Draft Final report format, Board presentation format).

13. APPENDIX: PROTECTIVE CLAUSES & PROCUREMENT NOTES

- **Findings** to be delivered only to the CMD protects the Company and ensures controlled dissemination.
- Scope revision only by CMD prevents scope creep and protects resources and confidentiality.
- Validation workshops and jointly recorded management inputs ensure senior leadership ownership and acceptance of recommendations.
- The consultancy is framed as an internal assurance exercise, not a disciplinary investigation, to avoid adverse operational or reputational effects when possible while preserving the Company's right to take appropriate action if forensic evidence points to malfeasance.

14 Replacement of Key Personnel

- The Engagement Partner, Team Leader and other key professionals proposed in the bid shall not be replaced without the prior written approval of WAPCOS.
- Replacement shall be permitted only in exceptional circumstances such as:
 - Death.
 - Serious illness.
 - Resignation.
 - Long-term incapacity.
 - Other reasons acceptable to WAPCOS.

- The replacement shall possess qualifications and experience equal to or better than those of the person being replaced.

15 Attendance and Availability

The Agency shall ensure that key personnel are available:

- During kick-off meetings.
- During review meetings.
- During presentations.
- During discussions on draft and final reports.
- WAPCOS may require the attendance of any key professional whenever necessary.

16 Code of Professional Conduct

All personnel deployed by the Agency shall:

- Act with integrity, independence and objectivity.
- Maintain confidentiality.
- Avoid conflicts of interest.
- Exercise professional scepticism.
- Comply with applicable laws and professional standards.
- Treat all information received from WAPCOS as confidential.

17 Performance Review

- WAPCOS shall have the right to review the performance of the deployed team at any stage of the assignment.
- Where the performance of any team member is found to be unsatisfactory, WAPCOS may require the Agency to replace such individual with a suitably qualified professional within a period specified by WAPCOS.
- Failure to comply may constitute a breach of the Contract.

18 Minimum Resource Commitment

The Agency shall ensure that adequate professional resources are deployed throughout the assignment.

Reduction in manpower, deployment of inadequately qualified personnel or substitution of key experts without prior approval of WAPCOS shall not be permitted and may attract contractual remedies, including imposition of penalties or termination of the Contract, in accordance with the Contract conditions.

19 DISPUTE RESOLUTION/CONCILIATION

GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES - CLAUSE 1

- **Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.
- **Exclusive Jurisdiction:** Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience.

- Exclusion of arbitration & consensual ADR: The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 21 below.
- The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

20 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

- Tier-I: Dispute resolution by Engineer-in-Charge (EIC)/GM (Finance)
- Notice of Dispute: Any Dispute must be notified in writing to the EIC/GM (Finance) within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.
- Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.
- EIC's Decision: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.
- Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

20.2 Tier-II: Departmental Review Committee (DRC)

- Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.
- Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.
- Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

21 MANDATORY PRE-LITIGATION MEDIATION

- Obligation to Mediate: Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.
- Mediation Parameters: Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance

with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

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

22 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

- **Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.
- **Mandatory Pleadings:** Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.
- Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses

23 General Conditions of Assignment

23.1 SUPPORT & INPUTS FROM WAPCOS

WAPCOS Limited shall provide:

- Access to relevant records and data
- Interaction with key officials
- Facilitation of workshops and review meetings

23.2 LOCATION & DURATION

- The assignment shall be carried out at WAPCOS Corporate Office, Gurugram / WAPCOS Registered Office, New Delhi and other locations as required.
- The total duration of the assignment shall be 3 months from the date of commencement.

23.3 CONSULTANT'S RESPONSIBILITIES

The Consultant shall be solely responsible for:

- Accuracy of data, analyses, outputs and reports
- Compliance with statutory obligations relating to their personnel
- Insurance and safety of their personnel

23.4 STAKEHOLDER CONSULTATION REQUIREMENTS

The Consultant shall conduct consultations and workshops with, inter alia:

- Board/CMD/Functional Directors
- Heads of Finance, HR, Projects and Operations

- Overseas and Regional Office Heads
- Audit, Vigilance and IT units
- Selected project teams and field staff

23.4 REPORTING REQUIREMENTS

- Consultant shall nominate a full-time Team Leader as the single point of contact.
- Monthly progress review meetings shall be conducted with Employer's Steering Committee.
- Any change in milestones shall require written approval of the Employer.
- Reports shall follow formatting standards prescribed by WAPCOS.

23.5 PERFORMANCE AND QUALITY ASSURANCE

- All deliverables must meet professional standards acceptable to WAPCOS.
- Employer may seek revisions until deliverables are accepted in writing.
- Consultant shall maintain quality control systems and documentation of methodologies.

23.6 CONFIDENTIALITY

The Consultant shall maintain strict confidentiality of all data, information and documents provided by WAPCOS.

24 GENERAL PROVISIONS

- **Severability:** If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.
- **Amendment:** This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.
- Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

FORMS

LETTER OF TRANSMITTAL (Annex-A)
(To be submitted on Bidder's Original Letter Head)

The General Manager (Finance)

WAPCOS Limited,

76-C, Institutional Area, Sector-18,
Gurugram, Haryana

Subject: Submission of Bids for (Name of Work/ Project)

Ref: NIT No: -

Sir,

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

- i. I/We downloaded /obtained the tender document(s) for the above mentioned Tender/ Work from the website namely: _____ as per your advertisement.
- ii. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents, which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein. The corrigendum(s) issued, if any, from time to time by your department/organization too have also been taken into consideration. I/We hereby unconditionally accept the tender condition of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.
- iii. 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 Agency for the aforesaid Project, 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.
- iv. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- v. 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.
- vi. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

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

(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD) (Annex- B)
DECLARATION BY THE BIDDER

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

We have carefully gone through each & every section of the tender document for “.....
... (Name of Service)”.

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 equipment's 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 all own the conditions that may affect the project cost.
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 Bidder, 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:
Place:

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

**TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF STATUTORY AUDITOR OF
BIDDER]**

FORM – A: FINANCIAL INFORMATION

Years	Gross Annual turnover	Profit/Loss (After Tax)	Net worth
2023-2024			
2024-2025			
2025-2026			

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

Date:

(Signature of Statutory Auditor with Seal)

Place:

UDIN No :

Note:

- I. Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.**
- II. Yearly financial Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2025-2026 duly certified by Chartered Accountant should be attached.**

FORM – B
STATEMENT OF EXPERIENCE OF SIMILAR WORKS AS IN ELIGIBILITY
CRITERIA EXECUTED/COMPLETED
DURING THE LAST 7 YEARS

Project Name / Name of Assignment	Name of Client	Value of Contract (INR)	Start Date	Completion Date	Description of work & Scope of Services performed by the Agency

NOTE:

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2) Certificate from client for the above information should be attached with the offer.

FORM – C
STRUCTURE & ORGANISATION

Name

of

Service:

Sr. No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address and Email on which Correspondence will be made during Tendering & after Award of Work	
3.	Telephone no./Telex no./Fax no.	
4.	Legal status of the Bidder (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	
5.	Particulars of Registration with various Government Bodies (Attach attested photocopy) Organization/Place of Registration 1. 2.	Registration No. 1. 2.
6.	Names and Titles of Directors with designation as per Legal Status of Company	
7.	Designation of Senior Level Officers authorized to act for this work	
	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	Any other information considered necessary but not included above.	

Note: The Bidder shall attach copy of Registration Certificate/Certificate of Incorporation, GST Registration and PAN Card.

Date:

Place:

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

FORM – D
Undertaking Regarding Blacklisting/Non-Debarment

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

Name of Service:

Ref.: Tender No.....dated.....

To
The General Manager (Finance)
WAPCOS Limited
76-C, Institutional Area,
Sector-18, Gurugram, Haryana

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 _____ (Name of the organization), is not blacklisted/ De-registered/ debarred by any Government Department/ Public Sector Undertakings/ Private sector/ or any other agency for which we have Executed/undertaken the works/services during last 5 years.

Date:
Place:

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

FORM – E

FORMAT FOR NO DEVIATION CERTIFICATE

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

To

The General Manager (Finance)

WAPCOS Limited,

76-C, Institutional Area,

Sector-18, Gurugram, Haryana

Subject: No Deviation Certificate for ----- (Name of Assignment/Project)

Dear Sir,

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

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

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

Yours faithfully,

Date:

Place:

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

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

To
The General Manager (Finance)
WAPCOS Limited,
76-C, Institutional Area,
Sector-18, Gurugram, Haryana

Sub: Integrity Pact for ----- (Name of Assignment/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:
Place:

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

INTEGRITY AGREEMENT

[Will be submitted on non-judicial Stamp paper of Rs.100 duly attested by notary/Magistrate]

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

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the 'EMPLOYER', 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

'The Employer' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Employer' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Employer shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Employer'

- 1) 'The Employer' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Employer, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer shall, during the tender process, treat all Bidder(s) with equity and reason. The Employer shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 Employer shall exclude from the process all known prejudiced persons.

- 2) If the Employer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Employer shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he 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/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c) The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d) The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign Employers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e) The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f) Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or

credibility in question, the Employer is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Employer has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Employer is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Employer has terminated the contract according to Section 3, or if the Employer is entitled to terminate the contract according to Section 3, the Employer shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Employer shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Employer shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Employer obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Employer appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Organisation.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Employer, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Organisation and recuse himself/ herself from that case.
- 5) The Employer shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Employer and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e., New Delhi.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Employer

SIGNED, SEALED AND DELIVERED

**For and on behalf of the WAPCOS
Contractor**

For and on behalf of the

NAME _____
DESIGNATION _____

NAME _____
DESIGNATION _____

In the presence of witness:

In the presence of Witness

_1 _____

_1 _____

2 _____

2 _____

FORM – G
FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,
DISQUALIFICATION

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

To

The General Manager (Finance)

WAPCOS Limited,

76-C, Institutional Area,

Sector-18, Gurugram, Haryana

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

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

Yours faithfully,

Date:

Place:

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

LITIGATION HISTORTY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2026 or currently in execution.

1. ARBITRATION CASES

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

2. COURT CASES

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

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

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No
ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No
ii) (If yes, give details, including present status:
- e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

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

Yours faithfully,

Date:
Place:

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

FORM – H
DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA*

S. No	Name of Technical Personnel	Qualification		Present Position	Proposed Position under this assignment	Total No. of Years' Experience	Proposed Man-month Effort
1.							
2.							
3.							
4.							
5.							

- Bio-Data to be provided as per format given below.
- Bidder shall provide education qualification certificates and experience certificates of proposed expert.

Date:
Place:

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

FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project. Also provide education qualification certificates and experience certificates of proposed expert.

From	To	Company, Project, Position, and Relevant Technical and Management Experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Signature of Staff

Date:
Place:

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

FORM – I
Approach Methodology and Work Plan

Shall include:

Understanding of Assignment

Approach & Methodology

Work Plan & Resource Deployment

Authorized Signatory

Signed & sealed by

FORM – J
UNDERTAKING

[To be submitted on Bidder's Original Letter Head]
[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:
Place:

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

FORM – K

CORRESPONDENCE DETAILS OF ISSUING AUTHORITY

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

Name of Work:

A. EMD submitted in form of Bank Guarantee/ FDR

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

B. Work Order/Completion Certificates

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, then our bid is liable to be rejected.

Date:

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

Place:

ANNEXURES

ANNEXURE – I

FORM OF PERFORMANCE GUARANTEE

To

The General Manager (Finance)

WAPCOS Limited,

76-C, Institutional Area,

Sector-18, Gurugram, Haryana

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 (Agency's name & address) (hereinafter referred to as "the Agency" 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 Agency, resulting in to a contract valued at Rs. (Rupees only) for_ (name of work) (hereinafter called "the contract") and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. (Rupees _____only) (3 % of the said value of the Contract to the Employer).

We, (name & address 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 Agency 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 Agency 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 Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Agency. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the Agency and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

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

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

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

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

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

Notwithstanding anything contained herein

- 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.