



**वाष्कोस लिमिटेड**  
**WAPCOS LIMITED**

(भारत सरकार का उपक्रम)  
जल संसाधन, नदी विकास व गंगा संरक्षण मंत्रालय  
(A Government of India Undertaking)  
Ministry of Water Resources, River Development & Ganga Rejuvenation

**ISO 9001: 2008**

- Consultancy Services
- Engineering, Procurement & Construction (EPC)

**EOI No.: WAP/ENVT/CSEZ/H-3082/2020/74; Dated 29.06.2020**

## **NOTICE INVITING**

### **EXPRESSION OF INTEREST (EOI)**

**Procurement of TOD Energy Meters and Suitable Latest  
Communication Systems Compatible with Existing  
Prepaid Energy Management System (PEMS)  
At  
Cochin Special Economic Zone (CSEZ)**

**WAPCOS Limited**

**(A Government of India Undertaking)**

**Project Office, Cochin Special Economic Zone,**

**CSEZ Administrative Building,**

**Kakkanad, Cochin – 682 037**

**Telephone: 0484-2413544**

**E-mail: [cochincsez@wapcos.co.in](mailto:cochincsez@wapcos.co.in)**

**SECTION- I**  
**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI No.: WAP/ENVT/CSEZ/H-3082/2020/74**

**Name of Work: Procurement of TOD Energy Meters and Suitable Latest Communication Systems Compatible with Existing Prepaid Energy Management System (PEMS) at Cochin Special Economic Zone (CSEZ)**

Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce and Industry, Government of India has appointed WAPCOS Limited, as 'Owner's Engineer'. WAPCOS Limited, on behalf of Chairman, CSEZA invites **Expression of Interest** from experienced and competent bidders, meeting the prescribed qualifying criteria as mentioned in this document.

1.	Name of Work:	: <b>Procurement of TOD Energy Meters and Suitable Latest Communication Systems Compatible with Existing Prepaid Energy Management System (PEMS) At Cochin Special Economic Zone (CSEZ)</b>
2.	Location	: Cochin Special Economic Zone, Kakkanad, Kochi, Kerala
3.	Website for viewing/downloading EOI/Corrigendum/ Addendum	: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , <a href="http://www.csezauthority.in">www.csezauthority.in</a> , <a href="http://www.wapcos.gov.in">www.wapcos.gov.in</a>
5.	EOI submission fee	: Rs.2,000/- + GST(18%) (Non-refundable) in form of Demand Draft in favour of WAPCOS Limited payable at Cochin
6.	Pre-bid Meeting	: 10.07.2020 at 15:00 hours in the office of General Manager (SEZ), WAPCOS Limited, Cochin Special Economic Zone Project Office, CSEZ Administrative Building, Kakkanad, Cochin – 682 037
7.	Last date & time for submission of EOI	: 20.07.2020 up to 13:00 hours
9.	Opening of EOI	: 20.07.2020 at 15:30 hours
10.	WAPCOS Contact information	: General Manager (SEZ), WAPCOS Limited (Cochin Special Economic Zone Project Office), CSEZ Administrative Building, Kakkanad, Cochin – 682037 Telephone: 0484-2413544; E-mail: <a href="mailto:cochincsez@wapcos.co.in">cochincsez@wapcos.co.in</a>

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

## SECTION– II

### INSTRUCTIONS TO BIDDER

#### Submission of Application

The EOI document can be downloaded from [www.csezauthority.in](http://www.csezauthority.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.wapcos.co.in](http://www.wapcos.co.in) from 29.06.2020 onwards.

Demand Draft of Rs.2,000/- plus (GST@18%), cost of EOI document payable at Cochin, drawn on any nationalized/scheduled Bank, in favour of WAPCOS Limited should be submitted along with the EOI Document. The fee is neither transferable nor refundable. The details of the EOI document fee should be clearly mentioned in the application form.

All costs & expenses associated with submission of EOI shall be borne by the company for submitting the application and WAPCOS shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.

While submitting the EOI, the bidder shall ensure that he bidder meets the conditions of eligibility described in the EOI document. Failure to comply with the requirements spelt out in EOI Document shall make the proposal liable to be rejected.

WAPCOS/CSEZA reserves the right to verify all statements, information and documents submitted by the applicant in response to the EOI Document. Failure of the WAPCOS/CSEZA to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of WAPCOS/CSEZA there under.

The EOI document shall be submitted by the bidder duly signed on each page of the document. In case the proposal is submitted on the document downloaded from official website, the applicant shall be responsible for its accuracy and correctness as per the version uploaded by WAPCOS/CSEZA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the EOI document and the original EOI document issued by the WAPCOS/CSEZA, the latter shall prevail.

The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by CSEZA without any obligation or liability whatsoever.

**The EOI document should be sealed in single envelope marked with the address of “General Manager, WAPCOS Ltd, CSEZ Administrative Building, Kakkanad, Cochin-682037 ”, Name of work and EOI noticeNo, and name and address of the applicant.**

**The Document should reach the Wapcos Ltd ,CSEZ Project office on or before 20<sup>th</sup> July,2020 at 13.00 hrs**

**Any change in the Extension or changes in the EOI document shall be published as corrigendum in the websites [www.csezauthority.in](http://www.csezauthority.in), [www.eprocure.gov.in](http://www.eprocure.gov.in)&[www.wapcos.co.in](http://www.wapcos.co.in)**

**The EOI should contain the following documents:**

- ✓ **EOI document and Checklist as per the Performa in Annexure A with specified documents attached as annexures**
- ✓ **EOI Document fee in the form of DD**
- ✓ **A copy of the Eoi Document signed, in the bottom of all pages as a token of acceptance of all terms and conditions.**
- ✓ **Certificates as per EOI**

If the envelope is not sealed and marked as instructed above, WAPCOS/CSEZA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. WAPCOS/CSEZA is not responsible for the non-receipt or delayed receipt of EOI document send through courier or post.

**Note: -**

The envelope shall contain EOI document fee, signed copy of EOI Document along with Annexures in the prescribed format.

The Proposal shall be made in the Forms specified in this EOI Document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

EOI s received by WAPCOS after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

In exceptional circumstances, WAPCOS may request the bidder’s consent for an extension to the period of bid validity. The request and the response shall be made in writing. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

WAPCOS is not bound to accept any EOI and reserve the right to accept or reject any EOI, and reserve the right to annul the selection process and reject all EOI at any time prior to the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

## SECTION – III

### SELECTION AND QUALIFYING CRITERIA

#### **1.0 INTRODUCTION**

Cochin Special Economic Zone Authority (CSEZA) is a power distribution licensee in Kerala regulated by Kerala State Electricity Regulatory Commission (KSERC), providing power supply to LT and HT Consumers inside Cochin special economic Zone, Kakkanad covering area of 104 acre.

Cochin Special Economic Zone Authority is intending to procure TOD Energy meters & suitable communication system with latest communication technology compatible with the Compatible with Existing Prepaid Energy Management System (PEMS). Bidders has to make the site assessment and propose available TOD Meter with best communication technology suitable for PEMS considering possibility of rolling out/obsolescence of existing communication technology in near future. However, CSEZA wants to retain the existing software (PEMS) for the system. The prospective bidders/Agencies should demonstrate successful communication, receiving and identification of various metering data to existing software (PEMS). Necessary liasoning and communication shall be ensured and provided by the prospective bidders.

#### **1.1 Overview of Existing Energy Metering System (PEMS)**

PEMS is a web based application capable of communicating with the energy meter installed in various locations in CSEZ. The web module communicates with the energy Meter through internet. The power meter deployed is connected to GPRS/3G modem, which could sent readings to the server.

Operation in details: -

- The modem associated with meter will send periodic signals and establish TCP session with the server. Server will send Read signal to the modem at discrete intervals which contains control signal to read specific register in the meter. Meter operates on Mod bus protocol and sends its response to (and fro) server through its RS485 port.

#### **1.2 Requirement:**

Energy meter- 0.5s/0.2s class. TOD with Modbus RTU protocol.

- For meter and Modem combo provides as should be capable of sending the data in a specified format (Json/other standard format), please refer Annexure-I

3G/4G Modem-Capable to handling Indian Sim card and have RS-485 Communication part and Modbus RTU support.

- The Energy meter and Modem provided should be capable of communicating with each other.
- The Register details of Meter and communication Read/write function should be provided for making necessary modification to the existing web module maintained by CSEZA. The registers of the modem and sample R/W code should be available along with adequate support to identify registers may be provided.
- Configuration, Method/procedure, Configuration tools etc should be provided with the modem and adequate training should be provided.

Accordingly, Expression of Interest (EOI) is invited from experienced firms meeting the prescribed qualifying criteria as mentioned in EOI document for procurement of Energy Meters & Modems.



### 1.3 Annexure-I

```
{
    "con_code": 1001,
    "kwh": 10.00,
    "kvah": 10.00,
    "Va": 10.00,
    "Vb": 10.00,
    "Vc": 10.00,
    "Ia": 10.00,
    "Ib": 10.00,
    "Ic": 10.00,
    "Vab": 10.00,
    "Vbc": 10.00,
    "Vca": 10.00,
    "kW_total": 10.00,
    "kVAR_total": 10.00,
    "kVA_total": 10.00,
    "kW_a": 10.00,
    "kW_b": 10.00,
    "kW_c": 10.00,
    "kVAR_a": 10.00,
    "kVAR_b": 10.00,
    "kVAR_c": 10.00,
    "kVA_a": 10.00,
    "kVA_b": 10.00,
    "kVA_c": 10.00,
    "normal_demad": 10.00,
    "peak_demand": 10.00,
    "offpeak_demand": 10.00,
    "normal_energy": 10.00,
    "peak_energy": 10.00,
    "offpeak_energy": 10.00,
    "frequency": 10.00,
    "pf": 10.00, (Should indicate whether power factor is leading or lagging)
    "entry_time": "20XX-YY-ZZ 10:10:10"
}
```

**2.0 ELIGIBILITY CRITERIA**

**The EOI documents should be send by hard copy to WAPCOS Ltd, CSEZ Project office.**

<b>S.N</b>	<b>Particular of Document</b>	<b>Yes</b>	<b>No</b>	<b>Page Nos.</b>
1.	Authorization Letter to sign the EOI			
2.	Scanned copy of Demand Draft for Tender Fee			
3.	Letter of Transmittal on bidder letter Head to submitting EOI <b>(Form-A)</b>			
4.	Yearly sales Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2018-19. <b>(Form-B)</b>			
5.	The vendor should have satisfactorily completed similar work and completion certificate and work orders from the client should be enclosed.  “Similar work” refers work involving Procurement of TOD Energy Meters and suitable communication system. Details of similar type of work executed should have the following: i. Copy of completion Certificate indicating date of completion. ii. LOI(s)/ W.O(s) from respective Owner(s)/ Client(s) mentioning name and nature of work and value of work.			
6.	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. <b>(Form-C)</b>			
7.	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. <b>Bidder should submit the declaration(Form-D)</b> of not being ineligible for corrupt or fraudulent practices.			
8.	‘No Deviation Certificate’ in prescribed format in Bidder’s Letter Head <b>(Form-E)</b> .			
9.	Consent Letter to execute the Integrity Pact <b>(Form-F)</b> .			
10.	Copy of PAN Card, GST Registration certificate.			

S.N	Particular of Document	Yes	No	Page Nos.
11.	<p>The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ 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.</p>			
12.	<p>OEM of Proposed Products- The participant should have direct authorization from the original equipment manufacturers (OEM) for supply, Installation and maintenance of similar system.</p> <ul style="list-style-type: none"> <li>• Valid document issued by the Manufacturer.</li> <li>• Authorization Letter from the OEM stating that the warranty/AMC of the equipment will be supported by the authorized agency of the OEM.</li> </ul>			
13.	<p>Country of Origin- If the equipment is imported, the participant needs to mention the country of manufacturing.</p> <p>(Undertaking mentioning the intended country/ countries of manufacture of equipment's in the letterhead.)</p>			
14.	<p>Guarantee : Minimum 5 years Replacement Guarantee from the date of Installation.</p> <p>(Undertaking from the supplier is required)</p>			
15.	<p>Product Support</p> <ul style="list-style-type: none"> <li>• The Vendor should supply equipment with latest specifications so that the equipment is not declared 'End of Life/Support' for the duration of atleast 10 years from the date of Supply. Successful bidder should produce a OEM technical Support at least for 10 Years from the date of installation of equipment.</li> <li>• Earliest acceptable date of manufacture is 2019.</li> </ul>			

S.N	Particular of Document	Yes	No	Page Nos.
16.	On Site Support <ul style="list-style-type: none"> <li>• Branch office at Kerala/ Karnataka/ Tamilnadu/ Andhra Pradesh is required</li> <li>• Undertaking of list of offices should be provided</li> <li>• List of technical support personnel for the region should be provided</li> </ul>			
17.	Comprehensive Annual Maintenance Contract (AMC)  The vendor should provide Comprehensive AMC for 5 years post warranty.  (Undertaking for same should be provided)			
18.	Training  The vendor should provide free of cost training for five personnel's regarding the operations of the equipment's. (Undertaking for same should be provided)			
19.	Quality  (Bidders may provide quality related certifications).			
20.	Implementing Technology  (Bidders may provide detail plan of Implementation of the technology with relevance to the present System at CSEZ)			

## 1.0 SCHEDULE OF REQUIREMENTS

Sl. No.	Devices Name	Approximate Quantity
1	TOD Energy Meter (CT operated 0.2s class)	36
2	TOD Energy Meter (CT operated 0.5s class)	164
3	Communication device	As per requirement

- TOD meters should be calibrated and approved in Electrical Inspectorate laboratory (as specified in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time

### **Note:**

1. The interested bidders may visit the site and have site survey prior to

submitting suitable proposal.

2. The List of Devices is tentative. Include essential equipment that is not mentioned above.
3. The Energy Meters and Modems to be supplied should be compatible with our existing software system. The agencies may visit CSEZ premises for checking the compatibility.
4. The Quantity will be decided after the technical finalization of EOI. However the above quantity may vary up to 10%.
5. Availability on continued supply of Meters and Modems for at least 10 years period shall be ensured.

**SECTION - IV****ANNEXURE – A****CHECK LIST**

<b>Part A - General Information</b>		
<b>1</b>	Name of the company	
<b>2</b>	Type of incorporation	
<b>3</b>	Address of the registered office of the company	
<b>4</b>	Year incorporated	
<b>5</b>	Address for communication	
<b>6</b>	Contact person	
<b>7</b>	Name	
<b>8</b>	Designation	
<b>9</b>	Phone No.	
<b>10</b>	Fax No.	
<b>11</b>	Mobile No.	
<b>12</b>	Email address	
<b>Part B - Details of EOI Document fee</b>		
<b>13</b>	Amount of draft	Rs.2,000/- + (18%)
<b>14</b>	Issue date	
<b>15</b>	D D No.	
<b>16</b>	Name of the bank	
<b>17</b>	Branch	
<b>Part C - Details of GST</b>		
<b>18</b>	GST Registration No.	

## ANNEXURE-B

## (Form-1)

## Abstract of Completed Assignments of the Firm

Sl. No.	Name of Work	Name of client	Cost of project (Rs. in lakhs)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

- The Firm should provide details of only those assignments that have been completed successfully by own firm.
- Satisfactory completion certificate from client should be enclosed.

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**ANNEXURE-C**

**(Form-2)**

**Details of Eligible Assignments of Firm**

<b>Name of Client (End User) :</b>	
<b>Name of the Work :</b>	
<b>Nature of Work :</b>	
<b>Description of services performed by the company</b>	
<b>Project Location :</b>	
<b>Name, e-mail ID, telephone no. and fax no. of client's</b>	
<b>Project Cost (Rs. in lakh)</b>	
<b>Start date and finish date of the services (month and year):</b>	
<b>Brief description of the Work:</b>	

**Notes:**

- Use separate sheet for each Eligible Assignment.
- Attach work orders and completion certificate for each assignment

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**SECTION- V**  
**ELIGIBILITY CRITERIA AND Its FORMS:**

**FORM 'A'**  
**LETTER OF TRANSMITTAL**

To  
General Manager (SEZ)  
WAPCOS Limited CSEZ Project Office  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037

**Subject: Submission of EOI for Procurement of TOD Energy Meters  
and suitable communication systems at CSEZ**

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

**Certificate:**

**It is certified that the information given in the enclosed EOI 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.**

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

**FORM 'B'**

**FINANCIAL INFORMATION**

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

<b>Years</b>	<b>Gross Annual Turnover</b>	<b>Profit/Loss (After Tax)</b>
<b>2018-2019</b>		
<b>2017-2018</b>		
<b>2016-2017</b>		

**Signature of Chartered Accountant  
(with Seal)**

**Signature of bidders  
(with Seal)**

**FORM "C"**  
**STRUCTURE & ORGANISATION**

S.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2. 3.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	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.	
9.	Any other information considered necessary but not included above.	

**Signature of Bidder(s)**

**FORM-D**  
**FORMAT FOR No-Conviction Certificate**  
[On the letterhead of the Organization]

**Subject: No-Conviction Certificate**

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

This is also to certify that M/s \_\_\_\_\_ (Name of Organization), is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-E**

**FORMAT FOR NO DEVIATION CERTIFICATE**

[To be submitted on Bidder's Letter Head]

To,

General Manager (SEZ),  
WAPCOS Limited CSEZ Project Office  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037  
Phone: +91-484-2413544

**Subject: No Deviation Certificate**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above EOI 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.

Thanking you,

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-F**

**CONSENT LETTER FOR INTEGRITY PACT**

To,

General Manager (SEZ)  
WAPCOS Limited CSEZ Project Office  
CSEZ Admin. Building, Kakkanad,  
Cochin, Kerala--682037  
Phone: +91-484-2413544

**Sub: Integrity Pact**

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.

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

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

Yours faithfully,

Date:

(Signature, name and  
designation of the  
Authorized signatory)

Place:

**Name and seal of  
Bidder**

**FORMAT FOR INTEGRITY PACT**

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

**BETWEEN**

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

**AND**

.....  
.....

(Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

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

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

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

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

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

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender

process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender



on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.

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

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

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

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days" notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit,

Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

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

#### **Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the

Headquarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- Legal and Prior Rights**

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

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

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1.....  
(Signature, name and address)

2.....  
(Signature, name and address)

Place:

Dated: