



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)

LIMITED TENDER

L-NIT No.: WAP/H-3082/CSEZ/2018-19/24; Dated December 14, 2018

MODIFICATION WORKS AT CRECHE IN COCHIN SPECIAL ECONOMIC ZONE (CSEZ), KAKKANAD

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

NIT No.: WAP/H-3082/CSEZ/2018-19/24; Dated December 14, 2018

WAPCOS Limited
(A Government of India Undertaking)

**Subject: Modification Works at Creche In Cochin Special Economic Zone (CSEZ),
Kakkanad.**

Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce and Industry, Government of India has appointed WAPCOS Limited, as '*Owner's Engineer*'. CSEZA desires to modification works at Creche in Cochin Special Economic Zone. WAPCOS Limited, on behalf of Chairman, CSEZA had invited Expression of Interest (EOI) for empanelment of contractors vide EoI No.: WAP/H-3082/CSEZ/2018-19/01; Dated April 10, 2018 from interested, experienced, registered firms meeting the prescribed qualifying criteria as mentioned in EoI document. **The following firms were shortlisted and eligible to submit their financial proposal in the prescribed format with all necessary documents:**

1. Mr. Silbet Xavier, Govt. Contractor, Idukki-685501
2. Mr. Santhosh Kumar, Kannankeri, CSEZ P.O, Kakkanad
3. M/s. L&J Construction, Pachalam, Kochi-682012
4. Mr. Sibi K. Jose, Kannampuzha (H), Kambilikandom, Idukki-685571
5. M/s. ABM Electricals, Chembumukku, Thrikkakara, Kochi-21
6. M/s. Goodway Traders, Padamugal, Kochi
7. M/s. Vattaparambil Constructions, Kuttikattukara P.O, Pathalam

The proposal should be submitted along with the covering letter duly signed by an authorized signatory in a sealed envelope on or before 19.12.2018 by 11.00 Hrs at the following address:

The Team Leader

WAPCOS Limited (A Government of India Undertaking)

**Cochin Special Economic Zone Project Office, CSEZ Administrative
Building, Kakkanad, Cochin – 682 037**

Telephone: 0484-2413544; E-mail: cochincsez@wapcos.co.in

Tender opening shall be held on 19.12.2018 by 11.15 Hrs. For any queries, bidders may contact this office latest by 18.12.2018, 15:00 hours at 0484-2413544, E-mail: cochincsez@wapcos.co.in.

(Sd/-)

**Team Leader,
WAPCOS Limited,
CSEZ Project Office.**

1.0 INTRODUCTION

Cochin Special Economic Zone (CSEZ) is a Special Economic Zone functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, Government of India. The Zone acts as an export hub for the industries whose products are marketed overseas. Cochin Special Economic Zone Authority (CSEZA) is an authority created under Special Economic Zone Act, 2005. It functions as an infrastructure facilitator of the Zone by assuming the role of a Developer of the Zone.

The Developers/units, its agencies appointed by them have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated.

CSEZA desires to Painting the building & Fencing around the Yard at 110KV Sub-Station in Cochin Special Economic Zone, Kakkanad. WAPCOS Limited, on behalf of Chairman, CSEZA had invited Expression of Interest (EOI) for empanelment of contractors vide EoI No.: WAP/H-3082/CSEZ/2018-19/01; Dated April 10, 2018 from interested, experienced, registered firms meeting the prescribed qualifying criteria as mentioned in EoI document. **The empaneled/shortlisted firms are asked to submit their financial proposal in the prescribed format.**

2.0 INSTRUCTIONS TO BIDDERS

Financial proposal format shall be sent to empaneled/shortlisted firms through their registered e-mail and can be downloaded from www.csezauthority.in, www.eprocure.gov.in & www.wapcos.co.in from 14.12.2018 onwards. All costs & expenses associated with submission of proposal 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 proposal, the bidder shall ensure that the bidder accepts all the terms and conditions stipulated in documents (EoI and Financial Proposal). Failure to comply with the requirements spelt out in the documents shall make the proposal liable to be rejected.

WAPCOS/CSEZA reserves the right to verify all statements, information and documents submitted by the applicant. 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 thereunder.

The proposal 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, 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 document and the original documents issued by WAPCOS/CSEZA, the latter shall prevail.

The right to suspend the 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 WAPCOS/CSEZA without any obligation or liability whatsoever.

The proposal document should be signed on all pages, sealed in single envelope marked with the address of “Team Leader, WAPCOS”, Name of work and NIT No., Last Date and Time of submission, Date and time of opening, name and address of the applicant.

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 document send through courier or post.

Note: -

The proposal shall be made in the Forms specified in this document only. Proposal with any deviation shall be summarily rejected. Document received by WAPCOS after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

WAPCOS is not bound to accept any proposal and reserve the right to accept or reject any proposal and reserve the right to annul the selection process and reject all proposal 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.

3.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The scope of work includes Modification works at Creche in Cochin Special Economic Zone (CSEZ), Kakkanad. Supply, Transportation, Loading and Unloading of Materials is in the scope of work. Detailed scope of work is given as BOQ.

4.0 ESTIMATED COST:

Estimated value of the work is Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)

5.0 TIME SCHEDULE

The work shall be completed within Two weeks from the date of issue of work order.

6.0 PAYMENT TERMS

100% payment will be made after successful completion of work, certified by WAPCOS/CSEZA. The bill may be submitted in prescribed format after taking actual

measurements of the completed works and certified by Engineer-in-charge.

7.0 GENERAL CONDITIONS OF CONTRACT

Validity of Offer: This offer shall be valid for a period of 90 days from the last date of submission. In exceptional circumstances, WAPCOS may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto 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.

Security Deposit: The successful bidder has to submit a Security Deposit of amount equal to the 5% of the awarded value by way of DD from any Scheduled Bank in favor of WAPCOS Ltd, Cochin within 7 days of receipt of the work order. The Security Deposit will be refunded after satisfactory completion of contract period.

Rates: The rates should be quoted only according to the BOQ attached. The rates quoted shall also include cost of loading, transportation, unloading and stacking of items required for the construction in CSEZ. SEZs are exempted from GST as per the GST act Section 16. Hence the rates quoted should be exclusive of GST as applicable. The rates shall be firm for the period from the date of the award of contract to the end of the work and no escalation whatsoever will be allowed during this period.

Agreement: The selected contractor will have to sign an agreement with WAPCOS/CSEZA as per the format specified in Annexure. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS/CSEZA from contracting for identical or similar services from any other person/party.

Duration of agreement: This agreement shall initially be valid for a period of the contract which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS, directly or through some other complaint, that the contractor had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the Contractor.

Suspension, Revocation or Termination of agreement: WAPCOS on behalf of CSEZA reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities without citing any reasons thereof. In such a situation, WAPCOS/CSEZA shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by WAPCOS/CSEZA.

WAPCOS may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the agency at its registered office, terminate or suspend this agreement under any of the following circumstances:

- a) The contractor failing to perform any obligation(s) under the agreement.
- b) The contractor failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS/CSEZA.
- c) The contractor going into liquidation or ordered to be wound up by competent authority.

WAPCOS/CSEZA may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

It shall be the responsibility of the contractor to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of contractor and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the contractor or not. The contractor shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Firm shall not represent WAPCOS/CSEZA in any of its dealings.
- b) Firm shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still WAPCOS/CSEZA's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement

Assignment: The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

Force Majeure: If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Termination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

Termination: Notwithstanding anything contained herein, WAPCOS/CSEZA shall have the right to terminate this contract by giving the other party 30 days' notice in writing. If the service of the Contractor is found to be not satisfactory, the contract will be terminated with one months' notice and the Contractor will not be eligible for any compensation on this account.

Settlement of Disputes: In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the court of law. Courts at Ernakulam shall have exclusive jurisdiction with respect to any dispute under this agreement.

Jurisdiction: Any dispute connected with this contract shall fall within the jurisdiction of Courts at Ernakulam.

8.0 SPECIAL CONDITIONS OF THE CONTRACT

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

Site Visit: The contractor is requested to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract at his own cost, responsibility and risk. The contractor has to satisfy himself about the site conditions for construction and obtain the correct dimensions of the work. The Contractor has to make his own assessment on the site constraints and on all matters that will affect the execution, continuation, progress and completion of the works. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.

Completion Period: The time allowed for carrying out the Work as specified in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over the site to the Contractor. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Engineer-in-Charge after the receipt of work order. The approved work programme shall be made as part of the Contract agreement. The Contractor shall comply with this time schedule. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

Liquidated damages(LD) for delay in completion: If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 0.1(zero point one) percent of the contract price per week of delay or 0.015(zero point zero one five) percent of the contract price per day of delay. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the total value as shown in the contract. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the WAPCOS/CSEZA.

Deviation/ Extra work: Before any extra work is undertaken by the Contractor, he shall ensure that he has received from the Engineer-in-Charge a specific Change Order on a mutually agreed proforma, signed and approved by the Engineer-in-Charge. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the total value and unit rate for the additional work agreed to and signed for by the WAPCOS/CSEZA.

No additional claim on the approved rate shall be made by Contractor for deviation or change order up to 25% deviation in each item in the BoQ. Viz. for deviations up to 25% on each item, the contractor shall agree upon the same approved rate.

In case any extra work is to be executed as part of the contract, contractor shall submit the detailed rate analysis to the employer and the rate shall be approved after negotiation with employer.

Safety Codes: The Contractor shall at his own expense arrange for all the safety provisions as listed in safety codes. If the Engineer-in-Charge notifies the Contractor of non-compliance with safety codes, labour laws etc. Contractor shall immediately make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence



of such non-compliance. If the Contractor fails to do so, the Engineer-in Charge may suspend all or any part of the Work.

Conformance to Quality Standards: All the works executed should be as per the relevant IS codes. In case of any dispute in quality, contractor is responsible to conduct requisite tests specified in the relevant IS codes as per the direction of Engineer-In-Charge. In such cases, contractor shall bear the expenses towards the tests from Govt. accredited labs. However, it is the responsibility of contractor to conduct regular quality tests and maintain the quality reports.

Tender Submission and Award of Work

- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications and other factors having bearing on the execution of the work.
- Notification of award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to qualified and responsive Bidder offering the lowest evaluated bid. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
- Canvassing in any form is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable for rejection and blacklisting in future tenders from the WAPCOS/CSEZA.
- On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions shall be communicated to WAPCOS/CSEZA in writing.

9.0 FINANCIAL BREAKUP/ BILL OF QUANTITIES

Sl. No.	Description	Unit	Qty	Rate* (Rs.)	Amount (Rs.)
A1	Providing and Installing counter mounted wash basins of Tulip range of Hind ware inclusive of all plumbing connections like CP inlet connectors, Angle cocks, bottle traps, pipes etc. Cost of installing wash basing to be inclusive of installing Auto tap of Jaguar make.	Nos.	2		
A2	Supply and installation of a wall mounted fan with electrical accessories.	Nos.	1		
A3	Paneling the existing wall with 1 mm thick matte finished laminate/mica on top of 9.5mm marine plywood and lipping the edges with hard wood 1-inch thick beading.	Sqm.	112		
A4	Supply of Baby's Bed	Nos.	2		
A5	Cradle for existing Single Swing Set. Make: Plastic	No.	1		
A6	Cradle for kids with Automatic Gentle Swing 	Nos.	2		
A7	Potty Trainer Chair with Lid for kids. 	Nos.	2		
	Grand Total				

* *Quoted rates are exclusive of GST.*

10.0 DECLARATION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions. I hereby certify that there is no deviation in the terms & conditions.

Name & Signature of bidders

authorised with seal:

Address for communication :

Contact person :

Designation :

Phone No. :

Mobile No. :

Email address :

AGREEMENT PROFORMA

(To be furnished on Rs.200/- stamp paper)

To be executed on non-judicial stamp worth Rs.200/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

AGREEMENT

THIS AGREEMENT IS MADE on this day of 2017 BETWEEN WAPCOS Limited, A Government of India Undertaking, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana – 122 015 represented by its Team Leader, S/o....., aged years residing at(hereinafter referred to as the ‘WAPCOS’ or ‘Client’ or ‘Employer’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s....., , a company incorporated under the Indian Companies Act, 1956, having its registered office at represented by (Designation), agedyears, S/o..... residing at (hereinafter referred to as ‘Agency’ or ‘Contractor’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for “**Modification works at Creche in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin**” vide L-NIT No.: **WAP/H-3082/CSEZ/2018-19/24; Dated December 14, 2018** and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of “**Modification works at Creche in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin**” vide work order No.-----and the Contractor submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the Agency for the scope of services/work specified in the NIT at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. It shall be valid for a period mentioned in the NIT from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of NIT.

3. The Agency agreed to abide by and fulfill all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to WAPCOS the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement.

Apart from the offer, the following shall also form part of the agreement.

1. Notice Inviting Tender (NIT)
2. Contract Data
3. Bidder's Bid
4. Negotiation letter if any
5. Work Order
6. Bill of Quantities
7. Drawings if any
8. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written at Cochin.

Signature of the Employer
(with the seal of company and address)
address)

Signature of the Bidder
(with the seal of company and
address)

In the presence of:

Witness:

1. Name and Address

2. Name and Address