

Price Rs.5,000/-
(Non-refundable)



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)

NIT No.: WAP/CSEZ/H-3082/SDF/2017/22 dated November 11, 2017

NOTICE INVITING E-TENDER (NIT)

REPAIR/ MAINTENANCE WORKS OF 3 STANDARD DESIGN FACTORY BUILDINGS (SDFs) OF COCHIN SPECIAL ECONOMIC ZONE, 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'. WAPCOS Limited, on behalf of CSEZA invites **E-Tender in Two Cover System** from eligible firms for "Repair/ Maintenance Works of 3 Standard Design Factory Buildings (SDFs) of Cochin Special Economic Zone, Kakkanad"

Volume I
Technical Bid

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

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SECTION – I

NOTICE INVITING E-TENDER

NIT No.: WAP/CSEZ/ H-3082/SDF/2017/22 dated November 11, 2017

E-tenders are invited by the Team Leader, WAPCOS Limited, CSEZ Project Office on behalf of Chairperson, CSEZA Kakkanad from eligible firms in **Two Cover System** for Repair/ Maintenance Works of 3 Standard Design Factory Buildings (SDFs) of Cochin Special Economic Zone, Kakkanad, covering the scope of services as specified in this NIT.

1	Name of work	Repair/ Maintenance Works of 3 Standard Design Factory Buildings (SDFs) of Cochin Special Economic Zone, Kakkanad
2	Mode of Tendering	E-Tendering: Bids shall be received online only at the website of TCIL portal https://www.tcil-india-electronictender.com
3	Availability of Tender Document	The tender document can be downloaded from the following websites from 11.11.2017 onwards: www.tcil-india-electronictender.com , www.eprocure.gov.in , www.csezauthority.in and www.wapcos.co.in
4	Date and Time of Pre-bid Meeting	18-11-2017 at 11:00 Hours
5	Pre-bid meeting Venue	Conference Hall, WAPCOS CSEZ Project Office, CSEZ Administrative Building, Kakkanad, Cochin–682037
6	Last date and time for online submission	05-12-2017 at 15.00 Hrs
7	Date and time of online opening of Technical Bid	05-12-2017 at 15.30 Hrs
8	Online opening of Financial bid of eligible bidders.	To be notified later
9	Approximate Value of Work	1. SDF-16: Rs.4,00,000/- 2. SDF-17: Rs.22,50,000/- 3. SDF-43A: Rs.18,50,000/- Total: Rs.45,00,000/-
10	Completion Period	3 Months

11	Tender Cost (Non-refundable)	Demand Draft (DD) amounting to Rs.5,000/- (Rupees Five Thousand Only) in favour of WAPCOS Ltd. Payable at Cochin
12	Earnest Money Deposit (EMD)	Demand Draft (DD) amounting to Rs.1,00,000/- (Rupees One Lakh Only) in favour of WAPCOS Ltd. Payable at Cochin
13	Contact details	<p>1. Ms. Krishna C S – Sr. Engineer Phone: 0484-2413544; Email: kcs@wapcos.co.in</p> <p>2. Mr. Muhannad V K – Engineer Phone: 0484-2413544; Email: ykd@wapcos.co.in</p>

Note:

- Submission of Online Bid is mandatory for this Tender. Detailed instructions are given in Section II of this Tender Document.
- Bidders are advised to visit the TCIL's e-tendering (ETS) portal regularly for updates/amendments, if any.
- Bids shall be received online only at the website of TCIL portal <https://www.tcil-india-electronictender.com>

(Sd/-)
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

SECTION - II

1. 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. CSEZA distributes power and water required by the industries in the Zone. It also manages a common effluent treatment plant within the Zone. CSEZA has appointed WAPCOS Limited, A Government of India Undertaking under the Ministry of Water Resources, River Development and Ganga Rejuvenation as '*Owner's Engineer*'.

WAPCOS Limited on behalf of CSEZA intends to select an eligible firm having relevant experience **for Repair/ Maintenance Works of 3 Standard Design Factory Buildings (SDFs) of Cochin Special Economic Zone, Kakkanad, through E-tendering.** The successful firm should enter into an agreement with WAPCOS/CSEZA.

2.0 ELIGIBILITY CRITERIA

The Bidders shall ensure that they meet the conditions of eligibility as described below:

Sl. No.	Eligibility criteria	Documentary proof to be submitted
2.1	The Bidder should be a company/firm registered in India The bidder must have a valid Goods and Service Tax registration	Copy of Certificate of registration/incorporation Copy of GST Registration Certificate
2.2	Annual Turnover for last three consecutive financial years (ending 31 March 2017) should be minimum of Rupees Fifty Lakhs	Profit and Loss Account, Balance sheet for 2014-15, 2015-16 and 2016-17 Declaration of annual turnover for last three consecutive years duly certified by auditor.

Sl. No.	Eligibility criteria	Documentary proof to be submitted
2.3	<p><u>The bidder should have successfully completed either one of the following during last 5 years ending 31-10-2017.</u></p> <p>1. One similar civil work costing 80% of the estimated value.</p> <p style="text-align: center;">OR</p> <p>2. Two similar civil works each costing 50% of the estimated value.</p> <p style="text-align: center;">OR</p> <p>3. Three similar civil works each costing 40% of the estimated value</p>	<p>Work Orders and Completion Certificate from client (mail address and contact number of client should be provided) with cost and time duration of project and brief description of the project mentioned in it.</p> <p>Note:</p> <p>1. Projects without proper completion certificate shall not be considered</p> <p>2. Certificates are liable for authentication from client</p>

- **JV/Consortium bids will not be allowed.**

3.0 CONDITIONS OF CONTRACT

3.1 Validity of offer

The offer shall be valid for a period of **ninety (90) days** from the date of submission.

3.2 EMD and Cost of Tender Document

EMD and Cost of Tender Document shall be submitted as specified in the Tender Notice by **Demand Draft** from any Scheduled Bank drawn in favour of **WAPCOS LTD payable at Cochin**. The EMD of unsuccessful bidder will be re-funded after evaluation and issue of work order to successful bidders or within 90 days from the date of submission of tender whichever is earlier.

3.3 Rates

The rates quoted shall also include cost of loading, transportation, unloading and stacking of items required for the construction in CSEZ. 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. SEZs are exempted from GST as per the GST act Section 16. Hence the rates quoted should be exclusive of GST as applicable. GST should be quoted separately in the prescribed format of price schedule.

3.4 Award of Work

WAPCOS/ CSEZA deserves the right to award the works to the selected agency **either completely or partially without assigning any reason thereof.**

3.5 Agreement

The selected firm will have to sign an agreement with WAPCOS/CSEZA as per the format specified in Annexure B. 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 firm 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 firm.

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

It shall be the responsibility of the firm 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 the firm 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 firm or not. The firm 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 the 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.

3.6 Security Deposit

The successful bidder has to submit an Initial Security Deposit of amount equal to the **2.5%** of the awarded value (including EMD) through online or by Demand Draft from any Scheduled Bank in favor of WAPCOS Ltd, Cochin within 7 days of receipt of the work order and WAPCOS Ltd. shall deduct additional Security Deposit of **2.5%**. The same shall be deducted equally in the running bills, which will along with the amount of initial security deposit already deposited, amount to **5%** of the gross amount of the bill. The Security Deposit will be refunded after satisfactory completion of contract period.

3.7 Payment Terms

- a) Payment will be made on submission of certified RA bill when the approximate value of the work done is minimum 1/5 of the total awarded contract value.
- b) The minimum interval between two such bills shall be 15 days.
- c) WAPCOS will make the payment of Bills after receipt of the payment from CSEZA.
- d) Contractor should submit the bills in the prescribed format only after taking actual measurements for the completed work and properly recorded in the M-Books as per the direction of Engineer in Charge.
- e) No advance in any form shall be payable against any material brought to site.

- f) The final bill may be submitted within a period of 15 days from the date of completion certified by WAPCOS in all respects.

3.8 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.

3.9 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 or 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. Determination 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.

3.10 Termination

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days notice in writing.

If the service of the firm is found to be not satisfactory, the contract will be terminated with one month's notice and the firm will not be eligible for any compensation on this account.

3.11 Settlement of Disputes

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration by a person appointed by WAPCOS/CSEZA. The arbitration will be in accordance with the Arbitration and Conciliation Act 1996 and subsequent amendments till date.

The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, vacating his office or being unable to act for any reason whatsoever, WAPCOS/CSEZA shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the time

frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be at Ernakulam or such other places as the arbitrator may decide. Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter arising out of or in relation to such arbitration proceedings.

3.12 Jurisdiction

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

4.0 SPECIAL CONDITIONS OF THE CONTRACT

- 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.
- On acceptance of the tender, the name of the authorized representative(s) of the Firm who would be responsible for taking instructions shall be communicated to WAPCOS/CSEZA.
- The Bidder, at his own cost, responsibility and risk is requested to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works.

5.0 INSTRUCTIONS TO BIDDERS

Part 1: Technical Bid

Bids must be accompanied by **Tender Fee and EMD** as specified in the NIT by **Demand Draft** from any Scheduled Bank drawn in favour of **WAPCOS LTD payable at Cochin** and shall be valid at least for 90 days from the date of opening of Technical Bids. The details of the tender fee and EMD should be clearly mentioned in the Annexure A.

The earnest money may be forfeited due to the following reasons:

- a) Any bidder withdrawing his bid during the period of bid validity or makes any modifications in the terms and conditions of the bid.
- b) If any bidder is found involved in the fraud and corrupt practices.

All costs & expenses associated with submission of tender shall be borne by the firm and WAPCOS shall have no liability in any manner in this regard. While submitting the bid, the firm shall ensure that they meet the conditions of eligibility described in the NIT. Failure to comply with the requirements spelt out in NIT shall make the proposal liable to be rejected.

WAPCOS/CSEZA reserves the right to verify all statements, information and documents submitted by the firm in response to the NIT. Failure of 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 firm shall be responsible for accuracy and correctness of the tender document 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 NIT and the original NIT issued by the WAPCOS/CSEZA, the latter shall prevail.

The right to suspend the tendering process or part of the process to accept or reject any or all bidders 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.

Part 2: Financial Bid

While submitting the Financial Proposal, the Bidder shall consider the following:

- i. The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. Conditional bids shall be summarily rejected.
- ii. The Financial Proposal shall take into account all liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal, but GST should be quoted separately in the prescribed format of price schedule. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. SEZs are exempted from GST as per the GST act Section 16. Hence the item rates quoted rates should be exclusive of GST.
- iii. The above is a contract and the successful bidder shall not be entitled to any

additional payment whatsoever including reimbursement of expenses of whatsoever nature.

- iv. No escalation on any account will be payable on the above amounts.
- v. All payments shall be made in Indian Rupees.

Bids 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 NIT and reserve the right to accept or reject any NIT, and reserve the right to annul the selection process and reject all NITs 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.

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the TCIL Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TCIL Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TCIL Portal.

More information useful for submitting online bids on the TCIL Portal may be obtained at: [**https://www.tcil-india-electronictender.com**](https://www.tcil-india-electronictender.com)

1. Registration

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the TCIL Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TCIL Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- a) There are various search options built in the TCIL Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TCIL Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TCIL Portal to intimate the bidders through SMS /e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Sealing and Marking of Bids

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date & time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. Bidder has to provide pass phrase with the tender documents for the opening of the Technical and Financial bids.
- k) The Bidder should submit Original copies of Tender Fee & EMD/Bank Guarantee put in one envelope, hard copy of all documents as required in other envelope, before the due date & time of opening online Bids or as indicted in the tender documents.
- l) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- m) Any queries relating to the process of online bid submission or queries relating to TCIL Portal in general may be directed to the 24x7 TCIL Portal Helpdesk. The contact number for the helpdesk is 011-26241790 (multiple lines), 9868393775, 9868393792, and 9868393717.

Online Submissions

The scanned copies of following documents must be submitted with the online bid in two packets

Volume-1: Technical Bid shall comprise the following documents as per list in this tender

- **Scanned copy of Demand Draft of Tender Cost and EMD**
- **Copy of Company registration certificate and GST registration certificate**

- Checklist as per Annexure A
- Agreement Proforma as per Annexure B
- Qualification cum Technical Proposal as per Annexure C (Forms 1,2 and 3)

Volume-2: Financial Bid should contain Price Bid / BOQ as per the format.

Offline Submissions

1. The original demand draft of EMD and Tender Cost as specified in this tender document
2. Hard copy of technical bid
3. Pass Phrases in separate sealed envelopes for Technical and Financial Bids respectively

The above documents have to be sent to the address: Team Leader, WAPCOS Limited, Cochin Special Economic Zone Project Office, CSEZ Administrative Building, Kakkanad, Cochin – 682 037, Kerala by post/speed post/courier/by hand on or before the due date & time of opening online bids. Otherwise the tender will be summarily rejected without assigning any reason.

4. Deadline for Submission of E-tender:

The bids must be submitted online, not later than **1500 Hrs on 05.12.2017**

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of WAPCOS and the bidder previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

5. Bid Opening and Evaluation

- Part 1 (Technical Bid) envelope will be opened online at the time of opening specified in NIT, the tenderer can view the bid opening event online at their remote end also.
- In case the date of opening happens to be a closed holiday, the tenders will be opened at the same time on the next working day.
- The time and date of opening of Part 2 (Financial Bid) shall be communicated to Bidders qualifying in Technical Evaluation.

SECTION - III

ANNEXURE – A

CHECK LIST

Part A - General Information		
1	Name of the company	
2	Type of incorporation	
3	Address of the registered office of the company	
4	Year incorporated	
5	Address for communication	
6	Contact person	
7	Name	
8	Designation	
9	Phone No.	
10	Fax No.	
11	Mobile No.	
12	Email address	
Part B - Details of Tender Fee		
13	Amount	Rs.5000/-
14	Issue date	
15	D D No.	
16	Name of the bank	
17	Branch	
Part C - Details of EMD		
18	Amount	Rs.1,00,000/-
19	Issue date	
20	D.D. No.	
21	Name of the bank	
22	Branch	

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 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’ 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’ 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 “REPAIR/ MAINTENANCE OF 3 STANDARD DESIGN FACTORY BUILDINGS (SDFs) AT CSEZ, KAKKANAD.” vide NIT No.: WAP/CSEZ/H-3082/SDF/2017/22 dated 11-11-2017 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 Agency has been accepted by the Client vide Letter of Acceptance No..... dated issued to the Agency while accepting their offer.

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 of one year from the date of completion of the work.

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.

- a) M/s..... letter No. dated enclosing the offer, requisite details for satisfying the minimum qualification criteria. (Attachment – I)
- b) WAPCOS's Letter of Acceptance No..... dated (Attachment – II)
- c) Acceptance of Letter of Acceptance by M/s..... letter No. (Attachment – III)

I. QUALIFICATION CUM TECHNICAL PROPOSAL

(Form-1)

Abstract of Completed Assignments of the Firm and areas of experience

Sl. No.	Name of Work	Name of client	Cost of project (Rs. in lakhs)
1			
2			
3			

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.

(Form-2)

Eligible Assignments of Firm

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

Notes:

- Use separate sheet for each Eligible Assignment.

(Form-3)

Statement of Annual Turn Over

Sl. No.	Financial Year	Annual Turnover (Rs. in crore)
1	2014-15	
2	2015-16	
3	2016-17	

Note:

- Please do not attach any printed Annual Financial Statement.
- This form should be **duly signed by the auditor** of the company with his registration number
- Attach audited Profit and Loss Account, Balance sheet for 2014-15, 2015-16 and 2016-17
