

Price ₹ 1000/-
(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/H-3082/CSEZ/O&M/WTP/2017/09 dated the June 01, 2017

NOTICE INVITING TENDER FOR SELECTION OF AGENCY

**SUPPLY OF NON FERRIC ALUM (POWDER FORM) FOR
WATER TREATMENT PLANT (WTP) IN COCHIN
SPECIAL ECONOMIC ZONE (CSEZ), KAKKANAD,
COCHIN**

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: wapcos.csez@gmail.com

NIT No.: WAP/H-3082/CSEZ/O&M/WTP/2017/09 dated the June 01, 2017

**WAPCOS Limited
(A Government of India Undertaking)
Project Office, Cochin Special Economic Zone,
CSEZ Administrative Building,
Kakkanad, Cochin – 682 037**

NOTICE INVITING TENDER FOR SUPPLY OF NON FERRIC ALUM (POWDER FORM) FOR WATER TREATMENT PLANT (WTP) IN COCHIN SEZ

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, invites Sealed Tenders from eligible, reputed agencies for Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ.

For overview of the scope, pre-qualification criteria, bidding terms and conditions, visit website <http://www.csezauthority.in>.

Interested firms/companies who meet the pre-qualification criteria may furnish their Tender with all necessary documents in sealed two cover system along with the covering letter duly signed by an authorized signatory, refundable EMD and non-refundable cost of the tender document in the form of a demand draft on or before 15.06.2017 by 15.00 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: wapcos.csez@gmail.com**

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SECTION – I

NOTICE INVITING TENDER

NIT No.: WAP/H-3082/CSEZ/O&M/WTP/2017/09 dated the June 01, 2017

Subject: NIT for Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ.

Sealed Tenders are invited by **The Team Leader, WAPCOS Limited, CSEZ Project Office** from eligible, reputed agencies meeting the pre-qualification and eligibility criteria for Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ covering the scope of services specified/detailed herein in this NIT.

1	Name of work	Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ
2	Price to be quoted	Price should be quoted for per kilogram of Non Ferric Alum (Powder Form) including loading and unloading charges.
3	Tender Document	The tender document can be downloaded from www.csezauthority.in from 01.06.2017 to 15.06.2017
4	Annual requirement	15 – 20 tonnes (Approx.)
5	Last date and time of Submission of Tender	15-06-2017 at 15.00 Hrs
6	Cost of the Tender document to be submitted along with tender	₹ 1000/-
7	EMD to be submitted along with tender	₹ 5,000/-

For any queries, the eligible bidders may contact latest by 12.06.2017 till 15.00 hours at 0484-2413544, E-mail: wapcos.csez@gmail.com

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 intends to select an agency for Supply of Non Ferric Alum (Powder Form) on delivery at site basis in **poly woven bags with inner lining as per standard bag size available in market** for Water Treatment Plant (WTP) in CSEZ in an efficient manner through engagement of reputed agencies having relevant experience. The successful agency should enter into an agreement with WAPCOS Limited for Supply of Non Ferric Alum (Powder Form).

2. ELIGIBILITY CRITERIA

While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described below:

Sl. No.	Eligibility criteria	Document to be submitted
3.1	Should be a registered company/firm registered in India	Certificate of registration
3.2	Annual Turnover for last three consecutive years should be minimum of Rupees Ten lakhs per annum	Profit and Loss Account, Balance sheet for 2013-14, 2014-15 and 2015-16.
3.3	Should have minimum three years experience in similar procurement.	Supply Orders

- **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 days from the date of submission.

3.2 EMD and cost of Tender Document

Contractor/Agency shall submit an EMD and cost of Tender Document 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 tenderers will be re-funded.

3.3 Rates

The rates quoted shall include cost of packing, loading, transportation, unloading and stacking at WTP in CSEZ. **Sales Tax or any other taxes or statutory levies, loading unloading charges applicable to this contract shall be payable by the contractor and WAPCOS will not entertain any claim, whatsoever in this respect. The rates shall be firm for the period from the date of the award of contract for a period of one year and no escalation whatsoever will be allowed during this period.**

3.4 Agreement

The selected agency will have to sign an agreement with WAPCOS Limited 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 for a period of one year 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 agency 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 agency.

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

Either party 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 agency 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 agency 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 agency or not. The agency shall extend all reasonable facilities and shall endeavour 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) Agency shall not represent the WAPCOS/CSEZA in any of its dealings.
- b) Agency 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.

3.5 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) by way of DD 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 alongwith 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.

If the agency fails to deliver the material within 5 days on informing the requirement by WAPCOS, the security deposit shall be forfeited and the material shall be procured from an alternate source at his risk and cost.

3.6 Payment

The Contractor / Agency shall submit the bills after supply and delivery of material at site and payment will be made within 30 (thirty) days of receipt of the bill subject to quality control.

3.7 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.

3.8 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. 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.

3.9 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 Contractor/Agency is found to be not satisfactory, the contract will be terminated with one months notice and the Contractor/Agency will not be eligible for any compensation on this account.

3.10 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 sole arbitration by a person appointed by the CMD, WAPCOS. 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, the CMD, WAPCOS 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 Delhi or such other places as the arbitrator may decide. Courts at Delhi shall have exclusive jurisdiction with respect to any matter arising out of or in relation to such arbitration proceedings.

3.11 Jurisdiction

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

4.0 SPECIAL CONDITIONS OF THE CONTRACT

The Specification of Non Ferric Alum powder is as follows:

- **The minimum Aluminium Content (as Al_2O_3) content – 17 % by mass and above**
- **pH of (5% solution) Minimum 2.9**
- **Non Ferric Alum Shall confirm IS 260:2001**

- **The Supplier shall submit the test report and weigh bridge receipt of approved weighbridge for Non Ferric Alum powder along with the supply of each consignment at the office of WAPCOS at CSEZ. However, if the material supplied does not meet the specification on testing at WTP lab or at any other Govt. approved lab upon delivery, the lot will be rejected or payment will be made only on a pro- rata basis according to the percentage of Aluminium content.**

- Not more than one tender shall be submitted by a supplier. More than one supplier in which an individual is interested as Proprietor and/or Partner shall not submit tender for the supply. If anybody does so, all such tenders shall be liable to be rejected.

- Tenderers are advised to inspect and examine the location of delivery and satisfy themselves before submitting their tenders, if so desired. They themselves shall obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site and site conditions, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

- 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 of supply of Non Ferric Alum and local conditions and other factors having bearing on the execution of the supply.

- 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 accredited representative(s) of the supplier who would be responsible for taking instructions shall be communicated to WAPCOS.

Obligations of WAPCOS/CSEZA

WAPCOS/CSEZA shall -

- Facilitate entry pass
- Ensure timely payment as specified elsewhere in this NIT.

5.0 INSTRUCTIONS TO BIDDERS

Submission of Application

Tender document can be downloaded from the web site www.csezauthority.in

Separate Demand Draft of ₹ 1,000/- (cost of Tender document) and EMD payable at Cochin, drawn on any nationalized /scheduled Bank, in favour of WAPCOS Limited should be submitted along with the downloaded Tender Document. The fee for the tender is neither transferable nor refundable. The details of the tender fee should be clearly mentioned in the application form.

All costs & expenses associated with submission of tender shall be borne by the company 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 bid, the bidder shall ensure that the bidder meets 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 applicant in response to the NIT. 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 tender 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 NIT and the original NIT 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 bid will be sealed in an envelope which will bear the address of WAPCOS, NIT notice No., Agency name and the name and address of the applicant. It shall bear on top, the following:

“NIT-For Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ. Do not open, except in presence of the Authorised person” and addressed to:

The Team Leader, WAPCOS Limited, Cochin Special Economic Zone Project Office, Kakkanad - 682 037

The tender should contain the following documents.

- ✓ Tender and Checklist as per the Performa in Annexure A with specified documents attached as annexure
- ✓ Tender fee and EMD in the form of DD
- ✓ A copy of the NIT signed, in the bottom of all pages as a token of acceptance of all terms and conditions.

If the envelope is not sealed and marked as instructed above, CSEZA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

The Proposal shall be made in the Forms specified in this NIT. 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.

The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Agency under the Agreement.

Financial Proposal: Bidders shall submit the financial proposal in the Forms at Annexure–C clearly indicating the total cost of the assignment in both figures and words, in Indian Rupees, and signed by the Applicant. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

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

- (i) All the costs associated with the assignment shall be taken into account in the Financial Proposal. These shall normally cover remuneration for all the Personnel, all administrative expenses (telephone charges, printing of documents, photocopying expenses, local travel expenses, taxes etc.)
- (ii) The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (iii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iv) The above is a **supply contract** and the successful bidder shall not be entitled to any additional payment whatsoever including reimbursement of expenses of whatsoever nature.
- (v) No escalation **on any account will be** payable on the above amounts.
- (vi) 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.

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.

WAPCOS is not bound to accept any NIT and reserve the right to accept or reject any NIT, and 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.

6.0 Declaration

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions.

I hereby quote ₹..... per kg. (Rupees.....per kilogram) for the supply of Non Ferric Alum powder as per tender specifications on spot delivery basis at WTP, Cochin Special Economic Zone, Kakkanad.

I hereby enclose a Demand Draft no dated For ₹ 5,000/- drawn on..... in favour of “WAPCOS LIMITED” as Earnest Money Deposit.

Signature of Tenderer with seal

Full address:

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
	Amount of draft	₹...../-
1	Issue date	
2	D D No.	
3	Name of the bank	
4	Branch	
	Part C	Details of EMD
1	Issue date	
2	Amount	₹
3	D.D. No.	
4	Name of the bank	
5	Branch	

ANNEXURE – B

AGREEMENT PROFORMA

(To be furnished on ₹ 100/- stamp paper)

To be executed on non-judicial stamp worth ₹ 100/- 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.

A G R E E M E N T

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, Gurugram, Haryana – 122 015 represented by its Chief Scientist, _____ 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 “Supply of Non Ferric Alum (Powder Form) for Water Treatment Plant (WTP) in CSEZ” vide NIT No.: WAP/H-3082/CSEZ/O&M/ALUM/2017 dated 01.06.2017 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 three years 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.
 - 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)

FINANCIAL PROPOSAL

Loading, Transportation, Supply, Unloading and Stacking of Non Ferric Alum powder at Water Treatment Plant, CSEZ, Kakkanad

Description of Work	Rate (₹) / Kilogram
	In Figures
Supply of Non Ferric Alum powder as per tender specifications in poly woven bags with inner lining in suitable size bags including cost of packing, loading, transportation and unloading and stacking at WTP site, CSEZ.	
In Words:	
Total	

Signature of the Tenderer with seal

In addition to the above rate quoted, we hereby quote the following rates for supply of Non Ferric Alum (Powder Form) which shall be paid on pro-rata payment basis based on additional requirement.

Description of Work	Rate (₹) / Kilogram
	In Figures
Supply of Non Ferric Alum powder as per tender specifications in poly woven bags with inner lining in suitable size bags including cost of packing, loading, transportation and unloading and stacking at WTP site, CSEZ.	
In Words:	
Total	

Signature of Tenderer with seal: