



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: 2015
* Consultancy Services
* Engineering, Procurement &
Construction (EPC)

NIT No.: WAP/ENVT/H-3082/CSEZA/2022-23/24; dated 06.07.2022

NOTICE INVITING TENDER (NIT)

For

**Waterproofing Treatment on Roof slab of Substation Building,
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; wapcos.csez@gmail.com

NOTICE INVITING TENDER (NIT)

NIT No.: WAP/ENVT/H-3082/CSEZA/2022-23/24; dated 06.07.2022

Subject: NIT for Waterproofing Treatment on Roof slab of Substation Building, CSEZ, Kakkanad

Sealed Tenders are invited by General Manager, WAPCOS Limited, CSEZ Project Office on behalf of Chairman CSEZ Authority, from experienced agencies for **Waterproofing Treatment on Roof slab of Substation Building, CSEZ, Kakkanad** covering the scope of services specified/detailed herein in this NIT.

| | | | |
|---|---|---|--|
| 1. | Name of Work: | : | Waterproofing Treatment on Roof slab of Substation Building, CSEZ, Kakkanad |
| 2. | Location | : | CSEZ, Kakkanad, Kerala |
| 3. | Website for upload tender/Corrigendum/Addendum | : | www.csezauthority.in , www.eprocure.gov.in , www.wapcos.co.in |
| 4. | Project Completion Period | : | 1 month from the date of award |
| 5. | Estimated Cost | : | Rs.4,80,775/- plus GST |
| 6. | Validity of Bid/Tender | : | 90 Days |
| 7. | EMD | : | Rs.9,600/- |
| 8. | Tender Fee | : | Rs.1,180/- (Non-refundable, including GST @ 18%) |
| <p>Note: - EMD and Tender Fee is to be submitted online through NEFT/RTGS to the following account: WAPCOS LIMITED, SBI CEPZ Branch; A/C No. 36241524637; IFSC: SBIN0009485 <i>(The proof of online payment is to be attached with Proposal)</i></p> | | | |
| 9. | Last date & time of Procurement / download of tender Document | : | 20.07.2022 at 15:00 Hrs |
| 10. | Last date & time for seeking clarification | : | 20.07.2022 at 15:30 Hrs |
| 11. | Last date & time for submission Bid. | : | 21.07.2022 at 15:30 Hrs |
| 12. | WAPCOS Contact information | : | General Manager, WAPCOS Limited CSEZ Project Office), CSEZ Admin. Bldg., Kakkanad, Cochin – 682 037; Telephone: 0484-2413218 (Extn. 146/147); 0484-2413544; E-mail: cochincsez@wapcos.co.in ; wapcos.csez@gmail.com |
| <p>Note: - 1. If the office of WAPCOS Limited, Cochin SEZ 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 Note: - 2. Bids without EMD and Tender fee in the acceptable format will be summarily rejected.</p> | | | |

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document.

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS/CSEZA does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys/site visit and will be required to confirm, in writing, that they have done so and

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

IMPORTANT POINTS

- i. The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/Registered under any statute in India.
- ii. Bidder should have experience in similar work and Proof of similar works executed including work orders, completion certificate shall be submitted. Similar work refers to water proofing works of roof slab.
- iii. All Bidders are hereby cautioned that Bids containing any deviation or reservation shall be considered as non-responsive and shall be summarily rejected.
- iv. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons thereof. No Bidder shall have any cause of action or claim against WAPCOS/CSEZA for rejection of his Bid and will not be bound to accept the lowest or any other tender. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. EMD of successful bidder shall be adjusted towards the initial security deposit/performance security and shall be returned in case of unsuccessful bidders
- vi. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vii. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.
- viii. In the case of discrepancy between the schedule of Quantities/Project Components, the Specifications and/ or the Drawings, the following order of preference shall be observed:
 - a. Description of Bill of Quantities/ Project Components.
 - b. Particular Specification and Special Condition, Drawings if any.
 - c. Relevant Indian Standard codes and CPWD Specifications.
 - d. Any other valid Guidelines issued by finance Dept. of GoI or CPWD.

Final decision on the discrepancy shall be the sole discretion of WAPCOS Authorities

For and on behalf of WAPCOS LIMITED

(Sd/-)

**General Manager (SEZ),
WAPCOS Limited**

1.0 CONDITIONS OF CONTRACT

1.1 Validity of offer

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

1.2 Rates

The rates quoted shall include all the taxes, duties, levies, cess etc. Any other charges in respect of this contract shall be payable by the contractor and WAPCOS shall not entertain any claim whatsoever in this respect.

Cost for all the statutory and safety precautions shall include in the rates quoted 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 90 days or till the completion and release of payment for the work and no escalation whatsoever will be allowed during this period. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the WAPCOS and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the WAPCOS and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

1.3 Performance Guarantee

3% of the Contract Value in the form of DD /bank guarantee of any scheduled or nationalised bank in favour of WAPCOS Ltd., Cochin should be submitted as Performance Guarantee within 7 days on receipt of this work order.

The Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations, including DLP. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. However, in case of contracts involving defect liability clause, then Performance Guarantee shall be retained as Security Deposit for the defect liability. The same shall be returned after the successful completion of defect liability period (DLP).

1.4 Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit WAPCOS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the contract value of the work. This deduction shall be in addition to the 3% performance security submitted.

The security deposit can be released against bank guarantee issued by a scheduled or nationalised bank, on its accumulations to a minimum of Rs.5.0 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5.0 lakh. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in the performance guarantee clause which shall be extended from time to time depending upon extension of contract granted under provisions of this contract.

The Security Deposit shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations, including DLP. shall be returned after the successful completion of DLP.

1.5 Billing and payment

Running Account (RA) bills will be paid when the approximate value of work done is 1/5th of the total contract amount. Each RA bill should be enclosed with certified measurement sheets, certified by Engineer in Charge after verification of the requisite quality test reports, if any, as per the relevant standards. Representative tests should be carried out from reputed and accredited institutes as per the relevant standards. The minimum interval between two such bills shall be 15 days. WAPCOS shall make the payment of bills after receipt of the payment from CSEZA.

Under the present work order, WAPCOS is only working as intermediary between CSEZ Authority being Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub-consultant/Sub-Contractor unconditionally acknowledges that the payments under the present contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back

basis i.e. after 21 days subject to receipt of payment from CSEZ Authority being Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from CSEZ Authority (Principal Employer/Client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor.

All the tax applicable in respect of this contract shall be payable by the Contractor and WAPCOS will not entertain any claim whatsoever in respect of the same. All billing by the Contractor should be in the name of —WAPCOS limited, CSEZ Project office, CSEZ Administrative Building, Kakkanad, Cochin- 682037, bearing the GSTIN: 32AAACW0764A2ZX. In this type of billing, GST will be applicable as per the GST slabs. The GST charged shall be reimbursed by WAPCOS Limited on submission of following documents (proof of GST paid and filing): 1) GSTR-1 2) GSTR-3 3) GST Payment Challan. If WAPCOS does not get GST input credit, WAPCOS is not liable to pay GST to the Contractor.

1.6 Delay

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the project completion period or extended date of completion, he shall pay or allow WAPCOS to deduct penalty @ 0.5% of the total contract value per week of delay to be computed on per day basis. The total amount of such compensation for delay shall not exceed 10% of the contract value of work. This will also apply to items or group of items for which a separate period of completion has been specified.

1.7 Defect Liability Period

The Contractor is expected to rectify any defects found in the goods or works due to defective construction practice or poor quality of work and/or material, for a period of up to 2 (two) years after the successful completion of work.

In addition to DLP, the contractor should submit an undertaking for **15 years warranty** of the water proofing works, in a judicial stamp paper of value not less than Rs.200/-.

Notwithstanding anything mentioned with respect to the period of limitation of defect liability here in this contract, the contractor shall be liable to compensate the Client for any damages sustained either to the Project or to the Client/any third party (by virtue of the Project) attributable either to the defects/fault in the design of the Project or to the defects in materials/workmanship which could have been detected during the period of the Project. If such above rectification is not done by the contractor, the Client shall have the right to rectify the defect during the defect liability period and recover the expenses/cost incurred in such instance, along with compensation, if any from the contractor.

1.8 Deviation

Contractor shall carry out the extra quantity of work under deviation from the estimated quantity at the rate quoted in the BoQ, limited to 25% deviation on each item which shall be limited to 5% of the total contract value. Execution of such deviation in quantity shall require prior written permission from WAPCOS and CSEZA.

For extra work or deviation beyond limit mentioned above, the detailed rate analysis along with the details of materials used, labour Cost and machinery rent involved along with the Contractors' Profit of 10%, overhead charges of 5% will have to be submitted to the Engineer at least 7 days prior to the proposed part of work using extra items. Execution of such works under deviation shall require prior written permission from WAPCOS and CSEZA.

1.9 Statutory Regulations

The Contractor should follow all the prevailing statutory regulations with respect to safety, labour welfare, traffic control, insurances etc. without any additional burden to WAPCOS/CSEZA.

1.10 Obligations of WAPCOS/CSEZA:

WAPCOS/CSEZA shall facilitate entry pass

1.11 Settlement of Disputes & Arbitration

Any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled through dispute resolution mechanism:

a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

b) In the event the parties are unable to reach on any settlement in the said meeting (s), then the aggrieved party shall mandatory resort to Pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

c) It is only upon failure of the Pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.

d) Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

e) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English Language and any awards shall be rendered in English. The Procedural Law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

f) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to Sole & exclusive jurisdiction of Courts at Delhi

1.12 Insurance

1.12.1. Requirements

Before commencing execution of works, unless stated otherwise in the Additional Conditions of Contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

a) Contractor's all risk and Third Party Cover.

b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.

c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.

d) Damage to material, machinery and works due to fire theft etc.

e) Any other risk to be covered by insurance as may be specified by the employer in the Additional Conditions of Contract.

1.12.2. Policy in Joint Names of Contractor and Employer

The policy referred to under sub-clause 46(1) above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.

b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

1.12.2. Currency of Policy

The policies shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period. The contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premia and the premia paid by him to ensure that the policies indeed continue to be in force. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the sub clause 46(1) or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's performance security.

2.0 INSTRUCTIONS TO BIDDERS

The bid shall be sealed in an envelope which will bear the address of WAPCOS, NIT No., Agency name and the name and address of the applicant. The cover shall be named as following:

“NIT- for Waterproofing Treatment on Roof slab of Substation Building, CSEZ, Kakkanad” and addressed to:

General Manager (SEZ), WAPCOS Limited, CSEZ Project Office, Kakkanad - 682 037

The bidder may submit the following documents:

- Signed NIT – signed on all pages by the authorised person**
- Financial proposal in the Format at Annexure–A**
- Details of similar works executed (work orders and completion certificate)**
- GST Certificate: Bidders should enclose certificate of registration under GST, if applicable**
- 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.**
- Copy of PAN Number.**
- Proof of Tender Fee payment through online**
- Proof of EMD payment through online**
- Consent Letter For Integrity Pact and Integrity Pact Agreement**

If the envelope is not sealed and marked as instructed above, WAPCOS assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted. If WAPCOS found that the bidder is not competent and experienced to carry out the work, bid shall be summarily rejected without assigning any reason thereof.

For and on behalf of WAPCOS LIMITED

(Sd/-)

**General Manager (SEZ),
WAPCOS Limited**

ANNEXURE A

FINANCIAL PROPOSAL

Bill of Quantities

| Sl. No. | Description | Unit | Rate** (Rs) | Qty.* | Amount** (Rs) |
|---------|---|-------|-------------|--------|---------------|
| 1 | Plastic Water Tank: Dismantling the existing plastic water storage tank on the roof top and re-fixing the same after water proofing including replacement of plastic water tank lid and other spares fixture labour and material, loading unloading etc., complete as per the direction of EIC and as per the site condition. | L.S. | | 1.00 | |
| 2 | GI Tape Lightening arrester: Dismantling the existing G.I. tape 20 mm X 3 mm thick on parapet or surface of wall for lightning conductor fixed on porcelain support, on parapet wall and re-fixing the same after re-plastering and water proofing including replacement of damaged porcelain support, steel screws, other spares, labour and material, loading unloading etc. (For horizontal run), complete as per the direction of EIC and as per the site condition | m | | 75.00 | |
| 3 | Electrical Conduit: Dismantling and re-fixing the existing 20 mm size of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required, also necessary screws, junction boxes, cables included. Existing wires are to be drawn into the conduit complete as per the direction of EIC and as per the site condition. | m | | 75.00 | |
| 4 | Surface preparation: Cleaning and Preparation of surface as required for treatment of roofs as per manufacturer's instruction and as per direction of Engineer in Charge. It includes Pre pond test, chamfering the floor wall junctions, pounding, treatments at pipe junction/core cutting, repairs to construction joints, voids, honeycombs, junctions, spalled areas where reinforcements are exposed and cracks of concrete using polymer modified high strength mortar with grouting, and maintaining proper slope to drain. RCC roof surface to be maintained dry, clean, even and checked for soundness prior to application of primer. Any laitance, oil, dirt, and other contaminants present on the surface must be removed mechanically for a fairly smooth finish. | sq.m. | | 320.00 | |
| 5 | Drain Pipe: Providing and fixing un-plasticized Rigid PVC of 4" size, 50cm total length, rain water pipes conforming to IS : 13592 Type A, on the parapet including cutting holes in parapet brick work for passing drain pipe and repairing the hole after insertion of drain pipe, removal of old rain pipes and repairing the old holes etc. with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including labour and material, loading unloading etc., complete as per the direction of EIC and as per the site condition, finishing complete so as to make it leak proof. | nos. | | 6.00 | |
| 6 | Parapet Wall: Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 1 km lead and re-plastering with 15 mm thick cement plaster on the rough side of single or half brick wall of mix 1:4 (1 cement: 4 fine sand) to proper lines and levels including removing the vegetation, roots, waste particles etc. in the exposed portion using wire brush, including material labour, loading unloading, curing etc. complete as per direction of EIC and as per site condition. | sq.m. | | 70.00 | |
| 7 | Waterproofing Treatment: Providing and applying a primer coat of approved make which meets the requirements of ASTM | sq.m. | | 320.00 | |

| Sl. No. | Description | Unit | Rate** (Rs) | Qty.* | Amount** (Rs) |
|---------|---|-------|--------------|--------|---------------|
| | D 1227-87 Type III specifications and applying two coats of Polyurethane Water proofing coating of approved make, Elongation : >400% (ASTM D412), Tensile strength : >1.9 N/mm2 (ASTM D412), Shore A hardness: >50 , Adhesion to substrate >1.5MPa, Water vapour transmission : 0.6, 2.3mm film (g/m2/hr) over dry surface at 1.2mm to 1.5mm thick in two coats with minimum interval period of 6 hours over a substrate at coverage rate as per of 1.5kg/sqm using sprayer machine all as manufacturer's specifications and as directed by the Engineer-in-Charge, with 15 years minimum warranty. Make: Pidilite/ Sika/ Fosroc or equivalent. | | | | |
| 8 | Ceiling Painting: Painting on Ceiling surfaces for old work with Two or more coats of plastic emulsion paint of approved brand and manufacture to give an even shade and required finish including surface preparation, cleaning and removing the existing paint over the ceiling surfaces by scrapping, sand papering, and preparing the surfaces smooth including necessary repairs to scratches, labour, material, scaffolding/staging etc. etc complete all as per specifications and as per direction/approval of the Engineer In Charge. | sq.m. | | 260.00 | |
| 9 | Parapet wall Painting: Exterior Painting on old wall surface: Finishing walls with Acrylic Smooth exterior paint of required shade: Old work (Two or more coats applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface including necessary repairs to scratches, labour, material, scaffolding/staging etc. etc complete all as per specifications and as per direction/approval of the Engineer In Charge. | sq.m. | | 15.00 | |
| | | | Total | | |

Note:-

- (*) The BoQ quantity is approximate. The payment will be done based upon the actual quantity of work done at site certified by site in charge, within the quantity mentioned in BoQ.
- (**) Quoted amount should be exclusive of GST.
- The rate quoted shall included all costs associated with the work including loading unloading, waste removal, any out of pocket / mobilization expenses, indirect Taxes/Cess, if any applicable as per Govt. terms, to be paid by the Contractor.
- The Contractor should follow all the prevailing statutory regulations with respect to safety. labour welfare, insurances etc without any additional burden to WAPCOS/CSEZA.

Signature of the authorized representative :

Name and designation :

Name of the agency :

Contact details

(a) **Communication address** :

(b) **E-mail IDs** :

(b) **Contact Nos** :

ANNEXURE A

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 for “Waterproofing Treatment on Roof slab of Substation Building, CSEZ, Kakkanad” -reg.

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 acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully,

Signature of the authorized representative :

Name and designation :

Name of the agency :

Contact details

(a) **Communication address** :

(b) **E-mail IDs** :

(b) **Contact Nos** :

Date:

Place:

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 participate 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 Bid Security Declaration /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 24 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 Head quarters 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 intensions.

(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:

Date: