



वापकोस 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/CSEZ/2022-23/29; Dt. 25.08.2022

NOTICE INVITING TENDER (NIT)

For

Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, 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

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Section-I**NOTICE INVITING TENDER (NIT)****NIT No.: WAP/ENVT/H-3082/CSEZ/2022-23/29, dated 25.08.2022****Subject: NIT for Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad**

Sealed Tenders are invited by General Manager, WAPCOS Limited, CSEZ Project Office on behalf of Chairman CSEZ Authority, from experienced agencies for **Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad** covering the scope of services specified/detailed herein in this NIT.

1.	Name of Work:	:	Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad
2.	Location	:	CSEZ, Kakkanad, Kerala
3.	Website for upload tender/Corrigendum/Addendum	:	www.csezauthority.in , www.eprocure.gov.in
4.	Project Completion Period	:	2 month from the date of award
5.	Estimated Cost	:	Rs.11,35,170/-
6.	Validity of Bid/Tender	:	90 Days
7.	EMD	:	Rs.23,000/- in the form of RTGS/NEFT/D.D./Banker's Cheque/ FDR/Insurance Surety Bond in favour of "WAPCOS Limited" payable at Cochin
8.	Tender Fee	:	Rs.1,000/- inclusive of GST in the form of D.D favour of "WAPCOS Limited" payable at Cochin
9.	Last date & time of Procurement / download of tender Document	:	06.09.2022 at 13:00 Hrs
10.	Last date & time for submission Bid.	:	06.09.2022 up to 15:00 hours in the office of General Manager, WAPCOS Limited (Cochin Special Economic Zone Project Office), CSEZ Administrative Building, Kakkanad, Cochin – 682 037
11.	WAPCOS information Contact	:	General Manager, WAPCOS Limited (Cochin Special Economic Zone Project Office), CSEZ Administrative Building, Kakkanad, Cochin – 682 037; Telephone: 0484-2413544; E-mail: cochincsez@wapcos.co.in ; wapcos.csez@gmail.com

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

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
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation shall be considered as non-responsive and shall be summarily rejected.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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

Section-II

1.0 INTRODUCTION

Cochin Special Economic Zone (CSEZ) is a Special Economic Zone functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, Government of India. The Zone acts as an export hub for the industries whose products are marketed overseas. Cochin Special Economic Zone Authority (CSEZA) is an authority created under Special Economic Zone Act, 2005. It functions as an infrastructure facilitator of the Zone by assuming the role of a Developer of the Zone. 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 Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad, Cochin in an efficient manner through engagement of reputed agencies having relevant experience.

2.0 CONDITIONS OF CONTRACT

2.1 Validity of offer

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

2.2 Rates

The rates quoted shall include all the taxes, duties, levies, cess etc. 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

2.3 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).

2.4 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.

2.5 Billing and Payment

Bidders are advised to execute LUT and should be able to supply goods and services at zero rate through LUT. The CSEZ Developers/units have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated. Accordingly bidder shall submit LUT if already registered. If not registered till date of submission of bid, bidder shall hereby agree that they will get registered before submission of bills. For the purpose of availing this exemption, billing address should be taken as “The Chairman, CSEZ Administrative Building, Kakkanad -682037.”

2.6 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.

2.7 Defect Liability Period

The Contractor is expected to rectify any defects found in the 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.

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.

2.8 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.

2.9 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.

2.10 Obligations of WAPCOS/CSEZA

WAPCOS/CSEZA shall -

- Facilitate entry pass

2.11 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

2.12 Insurance

2.12.1. 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.

2.12.2. 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.

2.12.3 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.

3.0 INSTRUCTIONS TO BIDDERS

The bid will 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 Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad” and addressed to:

General Manager (SEZ), WAPCOS Limited, Cochin Special Economic Zone Project Office, Kakkanad - 682 037

The tender should contain 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.**
- **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.**
- **Tender Fee and EMD**

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**

Replacement of damaged portions of the 200 mm DI pipeline used for CSEZ water supply at area near Chitethukara, Kakkanad					
Bill of Quantities					
Item No.	Description of Item	Unit	Qty.	Unit Rate	Total Amount (In Rs)
1	Providing and laying S&S Centrifugally Cast (Spun) / Ductile Iron, Pipes conforming to IS : 8329 :				
	200 mm dia Ductile Iron Class K-9 pipes including rubber gasket	Mtr	230.00		
2	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m, restoring the excavated area by concrete with thickness of no less than 10 cm :				
	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	Mtr	240.00		
3	Supply and installation of 200mm DI 90 degree bend(two end socket type)with gasket including transportation unloading and installing to the laid pipe, in the already dug trench	Nos	4		
4	Supply and installation of 200mm DI 45 degree bend(two end socket type)with gasket including transportation unloading and installing to the laid pipe, in the already dug trench	Nos	6		
5	Supply and installation of 200mm DI Collar with gasket including transportation unloading and installing to the laid pipe, in the already dug trench	Nos	2		

Item No.	Description of Item	Unit	Qty.	Unit Rate	Total Amount (In Rs)
6	Supply and installation of 200mm DI Socket Flange with gasket including transportation unloading and installing to the laid pipe, in the already dug trench	Nos	6		
7	Providing, laying, testing & commissioning of 'C' class heavy duty G.I. pipe conforming to IS 1239 including welding, fittings like elbows, tees, flanges, tapers, nuts, bolts, gaskets etc. and fixing the pipe on the wall/ceiling with suitable clamp/support frame and painting with two or more coats of epoxy paint of required shade complete as required :				
		mtr	20		
	Total (Rs.)				

Note:-

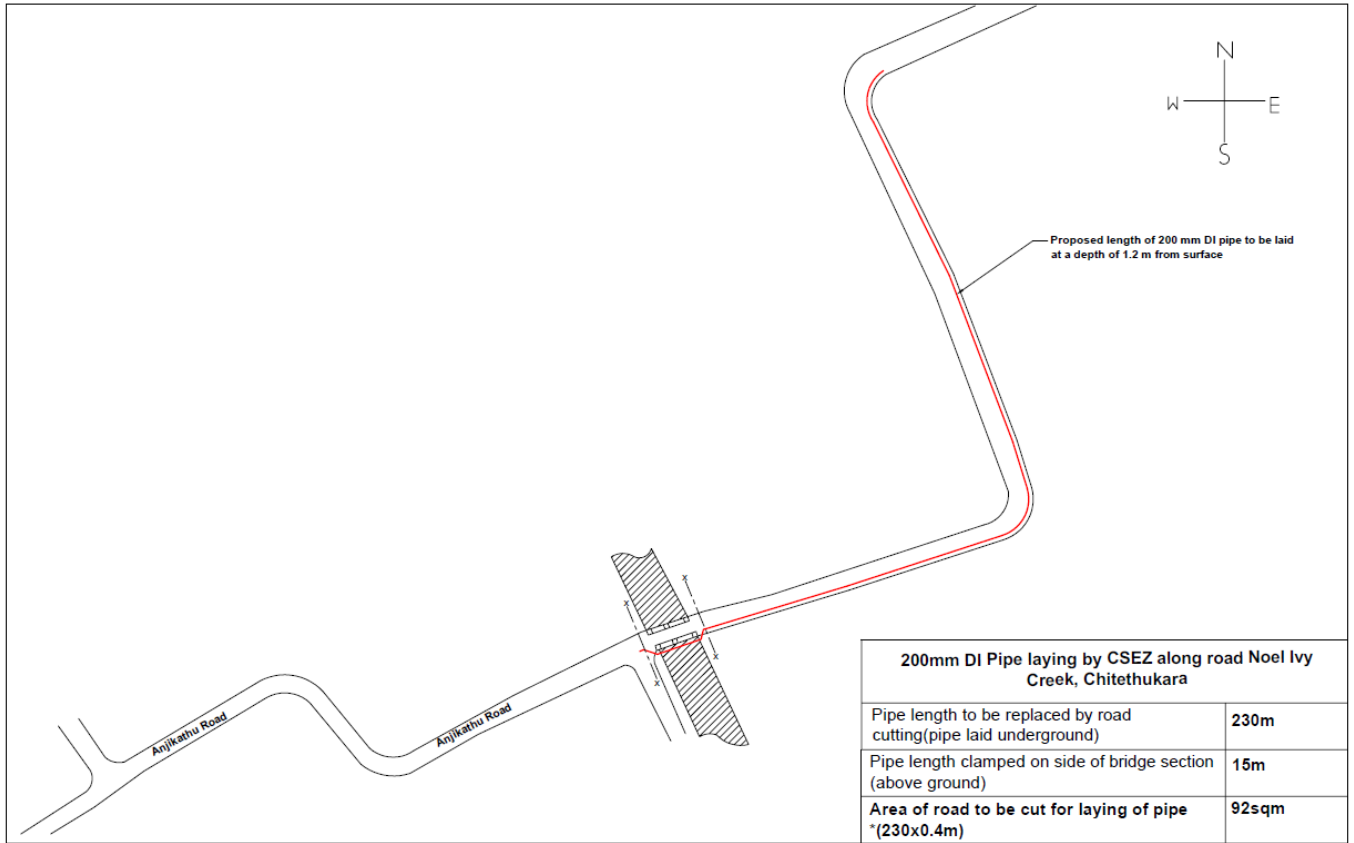
- All materials used for the above said work should be CPWD approved makes.
- The payment will be done based upon the actual quantity of work done at site, certified by Engineer-In-Charge, within the quantity mentioned in BOQ.
- The CSEZ Developers/units have been exempted from Payment of Customs Duty for goods or services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated.

Signature of the bidder's authorised representative:

Name and designation:

Contact address:

DRAWINGS



Section X-X

