



**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/2023-24/5; dated 10.11.2023**

**NOTICE INVITING TENDER (NIT)**

**FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING OF ONLINE CONTINUOUS  
EFFLUENT MONITORING SYSTEM FOR CETP AT COCHIN SPECIAL ECONOMIC  
ZONE AT KAKKANAD INCLUDING AMC FOR 4 YEARS**

**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: [cochinsez@wapcos.co.in](mailto:cochinsez@wapcos.co.in); [wapcos.csez@gmail.com](mailto:wapcos.csez@gmail.com)**

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**VOLUME I**  
**TECHNICAL BID**

**SECTION- I**  
**NOTICE INVITING TENDER (NIT)**

**NIT No.:** WAP/ENVT/H-3082/CSEZA/2023-24/5; dated 10.11.2023

**Subject:** Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years

E- Tenders are invited by Deputy Chief Engineer, WAPCOS Limited, CSEZ Project Office on behalf of Chairman CSEZ Authority in Two Cover System, for Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years covering the scope of services specified/detailed on Item Rate mode from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in the tender document.

1.	Name of Work:	:	Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years
2.	Location	:	Cochin Special Economic Zone
3.	Website for viewing tender/ Corrigendum/ Addendum	:	<a href="http://www.csezaauthority.in">www.csezaauthority.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , <a href="http://wapcoso.co.in">wapcoso.co.in</a>
4.	Website for Procurement / downloading and uploading Tender document/ Corrigendum/ Addendum	:	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
5.	Estimated Cost of Work	:	<b>Rs.20,90,000/- (Rupees Twenty lakh One Lakhs Only) excluding GST.</b>
6.	Tender submission fee	:	<b>Rs.1,180/- (Non-refundable, including GST @18%)</b> is to be submitted online through NEFT/RTGS. WAPCOS LIMITED, SBI A/C No. 36241524637, IFSC : SBIN0009485 <b>The proof of online payment is to be attached with the Technical Proposal.</b>
7.	Earnest Money Deposit (EMD) (considered as 2% of Estimated cost)	:	<b>Rs.41,800/- (Rupees Fourty one thousand and Eight Hundred Only)</b> is to be submitted online through NEFT/RTGS. WAPCOS LIMITED, SBI A/C No. 36241524637, IFSC : SBIN0009485 <b>The proof of online payment is to be attached with the Technical Proposal.</b>
8.	Project Completion Period	:	3 Months for SITC and 4 years of AMC
9.	Validity of Bid/Tender	:	90 Days
10.	Pre-bid Meeting	:	Queries to be sent through E-mail on <a href="mailto:wapcos.csezs@gmail.com">wapcos.csezs@gmail.com</a> till 17.11.2023 upto 15:00 hours

11.	Last date & time for online submission of Technical & Financial Bid.	:	23.11.2023 up to 15:00 hours
12.	Date, time and address for Offline submission of Tender Fees, EMD etc. as detailed in NIT	:	24.11.2023 up to 15:00 hours in the office of WAPCOS Limited CSEZ Project Office), CSEZAdmin. Bldg., Kakkanad, Cochin – 682 037; Telephone: 0484- 2413218 (Extn. 146/147); 0484-2413544;
13.	Online opening of Technical Bid	:	24.11.2023 at 15:30 hours
14.	Online opening of Financial Bid	:	Will be intimated to Eligible Bidders
15.	WAPCOS Contact information	:	WAPCOS Limited CSEZ Project Office), CSEZAdmin. Bldg., Kakkanad, Cochin – 682 037; Telephone: 0484- 2413218 (Extn. 146/147); 0484-2413544; E-mail: <a href="mailto:cochincsez@wapcos.co.in">cochincsez@wapcos.co.in</a> ; <a href="mailto:wapcos.csez@gmail.com">wapcos.csez@gmail.com</a>
<b>If the office of WAPCOS Limited 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.</b>			

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/-)**

Deputy Chief Engineer  
**WAPCOS Limited**

## **SECTION– II**

### **INSTRUCTIONS TO BIDDER**

#### **1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

#### **REGISTRATION**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

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

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the

bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders “dashboard”) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured



Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any **queries relating to the tender document and** the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7CPP Portal Helpdesk.

**For any assistance regarding the Tender Document and/or term and conditions the bidders may contact Mr. Dhaneesh V V (Dy. Chief Engineer), WAPCOS Limited,**

#### **2.0 INSTRUCTIONS TO BIDDER**

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- i.** Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, conditions of contract, local conditions and other factors having bearings on the execution of the work.
- ii.** WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited:

Defines, for the purposes of this provision, the terms set forth below:

- i.** **"Corrupt Practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii.** **"Fraudulent Practice"** means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
- iii.** **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv.** **"Collusive Practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices incompetent for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- iii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexure, Forms, Drawings if any, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- iv. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- v. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.
- vi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

### **3.0 EARNEST MONEY DEPOSIT (EMD)**

The Earnest Money Deposit as mentioned in NIT shall be submitted online through NEFT/RTGS.

The account details are as follows: **WAPCOS LIMITED, SBI, A/C No. 36241524637, IFSC: SBIN0009485. The proof of online payment is to be attached with the Technical Proposal.**

The EMD of unsuccessful tenderer(s) except lowest three will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Guarantee is submitted. The successful Tenderer shall accept the LOI within 15 days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tendered. WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

- (i) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- (ii) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- (iii) EMD shall not carry any interest.

*Failing in submission in required format, bid will be rejected.*

#### **4.0 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **5.0 LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

#### **6.0 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees (INR). Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

#### **7.0 ANNEXURES**

The Bidder should follow the guidelines as per “**Section of Annexures**” mentioned in tender document.

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

**For and on behalf of WAPCOS LIMITED**

**(Sd/-)**

**DCE**

**WAPCOS Limited**

**SECTION-III****SELECTION AND QUALIFYING CRITERIA****1.0 SITE VISIT**

Intending Bidder(s) have to visit site to inspect and examine the site and its surroundings, the nature of the ground and sub-soil etc. (so far as is practicable) at his own cost and satisfy themselves before submitting their bids as to, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

**2.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BIDSUBMISSION**

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit his Technical Bid if he considers himself eligible and he is in possession of all the documents required.

**The Technical Bid shall be uploaded with coloured scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY).**

**Format of Check List**

Sl. No.	Particular of Document	Yes	No	Page Nos.
1.	Original Authorization Letter to sign the Tender.			
2.	Scanned copy of EMD as mentioned in NIT			
3.	Scanned copy of Tender Fee			
4.	Letter of Transmittal on bidder letter Head to submit Technical Bid ( <b>Form-A</b> )			
5.	Yearly Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2021-22. ( <b>Form-B</b> ). The Contractor should not have incurred any loss in more than 2 years in last five financial years. <b>Attested by the independent Chartered Accountant.</b>			
6.	Average annual financial turnover on construction works should be at least 50% of the estimated cost of work during the immediate last three consecutive financial years ending 2021-22. <b>This should be duly audited by Chartered Accountant. Any such certificate must carry UDIN (Unique Document Identification Number).</b> The turnover, profit, net worth certificates must be certified by Statutory Auditor of the firm/company. Net worth of the Company/firm as on 31st march of previous Financial Year, should be positive.			
7.	The bidder should have a <b>Solvency of an Amount equal to 40% of the estimated cost (Form C). The solvency certificate should be from a Nationalized/ Scheduled bank and must have been issued after the date of publication of NIT &amp; be addressed to the tendering authority</b>			

	<p><b>quoting the name of the work.</b></p> <p>The solvency certificate should not be dated beyond the last date of submission of the bids. The solvency certificate must be sought in original and got confirmed from the issuing bank either in person or through official e-mail id of the issuing bank's branch. The certificate should carry the name, designation &amp; power of attorney Number of the bank official.</p>			
8.	The contractor should have satisfactorily completed the works as mentioned below during the last seven years ending previous day of last date of submission of tender. Details should be enclosed <b>(Form D)</b>			
9.	<p>One similar* completed work costing not less than 80% of the estimated cost of work</p> <p style="text-align: center;">Or</p> <p>Two similar* completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>Three similar* completed works of order value each not less than 40% of the estimated cost of work</p>			
<p><b>*Similar work refers to Supply installation and commissioning of Online monitoring system in CETP” (Please submit copy of PO/Work order and completion certificate issued by the client).</b></p>				
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Completion certificates and work orders with bill of quantities should be enclosed which clearly indicates the name and nature of work, value of work and time period.</li> <li>TDS (26 AS) downloaded from the web matching with the experience certificate should be attached.</li> <li>All the eligible similar works executed and submitted by the bidders may be inspected by a committee which may consist of client or any other authority as decided by NIT approving authority.</li> <li>Experience certificate issued by the same management/ sister concern/ joint venture etc are not acceptable.</li> </ol>				
10	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm/company. <b>(Form-E)</b>			
11	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. <b>Bidder should submit the declaration (Form-F)</b> of not being ineligible for corrupt or fraudulent practices.			
12	Letter of understanding the project site on bidder letter Head <b>(Form-G).</b>			
13	‘No Deviation Certificate’ in prescribed format in Bidder’s Letter Head <b>(Form-H).</b>			
14	Consent Letter to execute the Integrity Pact <b>(Form-I).</b>			
15	<b>Goods and Service Tax (GST):</b> Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.			
16	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. <b>Joint Ventures are not accepted.</b> 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.			
17	Copy of PAN Number, GST registration, Labor Registration, EPF & ESIC registration (copy of registration)			
18	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be uploaded by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			

**Financial Bid or traces of information regarding financial bid should not be included in the Technical Bid. If found so, the bid shall be summarily rejected.**

Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submittal is found non - compliant with the requirement or work, it may be rejected. The Financial Bid will be opened only for the agencies whose technical bids are accepted by the competent authority.

### 3.0 OFFLINE SUBMISSIONS OF DOCUMENTS

The Bidder shall submit following Document offline  
**Signed Tender Documents along with Original Solvency Certificate and addendum/corrigendum and Originals EMD, Tender submission fee in the form of Demand Draft** in separate sealed envelopes clearly labelled as "EMD AND TENDER FEE" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.)

NOTE: The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids will be rejected.

- 1. Financial Bid should not be included in the Technical Bid. if found so, the bid shall be summarily rejected.***
- 2. The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids will be rejected.***
- 3. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s).***
- 4. Proposals received by facsimile shall be treated as defective, invalid and rejected.***
- 5. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.***
- 6. No Bidder is allowed to modify, substitute or withdraw the Proposal after its submission***
- 7. Proposal shall be submitted in two parts (Technical & Financial). Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents***
- 8. The bidder who has qualified the minimum qualifying criteria as outlined in NIT, shall be liable for financial opening.***
- 9. The bidder with lowest financial bid among those who passed the technical evaluation shall be liable for award of work.***
- 10. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.***
- 11. After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.***

#### **4.0 CONTENTS OF FINANCIAL BID**

**The Financial Bid should be uploaded separately before last date & time of submission mentioned in the tender document.**

**Rates quoted in the price bid should be exclusive of GST.**

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation. The payment will be made for actual measurements certified by Engineer in Charge at the accepted rates in the price schedule/Bill of Quantities (BoQ).

#### **5.0 OPENING OF FINANCIAL BID**

After opening of technical bid, a list of short - listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified date & time.

The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

#### **6.0 AWARD CRITERIA**

After closing of Technical & Financial Bid process, WAPCOS Ltd. will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest. If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

For & on behalf of Tenderer  
(Sd/-)

**Dy. Chief Engineer  
WAPCOS Limited**

## **SECTION-IV**

### **CONDITIONS OF CONTRACT**

#### **Validity of offer**

The offer shall be valid for a period of 120 days from the date of submission.

#### **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

#### **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 15 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).

#### **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.



**Billing and payment**

Terms of payment shall be as follows:

On Supply of Material	70% of SITC Cost
Installation and Commissioning	30% of SITC Cost
AMC Cost	Half Yearly

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.

**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.

**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 1 year 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.

**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.

**Obligations of WAPCOS/CSEZA:**

WAPCOS/CSEZA shall facilitate entry pass

**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

**Insurance**

**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 ContractLabour (Regulation and Abolition) Act, 1970.

c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen,,scompensation 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 AdditionalConditions of Contract.

#### 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 contractors performance security.

## **SECTION-V**

### **SCOPE OF THE WORK**

#### **1. Brief Scope**

Supply, installation and commissioning of Online Continuous Effluent Monitoring System which is capable of analyzing & measuring pH, TSS, COD, BOD of the treated water and Electro Magnetic Flow Meters and connect all the data to OCEMS. The system shall continuously monitor and transmit data to the KSPCB& CPCB server fulfilling the requirements as detailed below:

1. The System shall be installed in the 1.6 MLD Effluent Treatment Plant located in Cochin Special Economic Zone.
2. The system shall be in conformance with the guidelines issued by Central pollution control board time to time.
3. The vendors shall compulsorily visit the site location and assess the site before submitting their bid
4. Measurement Method shall be Non sampling type (continuous), no external sample preparation shall be required for measurement, measurement method must be online or in line/ Open Tank in situ Type as per CPCB and KSPCB

#### **2. Basic Requirements of the OCEMS**

- a. Should be capable of operating un-attended over prolonged period of time.
- b. Should produce analytically valid results with precision and repeatability
- c. The instrument/analyser should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status
- d. The analyser should have inbuilt features for automatic water matrix changeadaptation.
- e. The instrument / analyser should have on board library of calibration spectra for different industrial matrices with provision of accumulating further calibration matrices
- f. Should have data validation facility with features to transmit raw and validated data to central server.
- g. Should have Remote system access from central server provisioning log file access.
- h. Should have provision to send system alarm to central server in case any changes made in configuration or calibration.
- i. Should have provision to record all operation information in log file.
- j. Should have provision for independent analysis, validation, calibration & data transmission.
- k. Must have provision of a system memory (non-volatile) to record data for at-least one year of continuous operation.
- l. Should have provision of Plant level data viewing and retrieval with selection of Ethernet, wireless, Modbus & USB
- m. In case of TOC analyser, the empirical relationship between TOC to COD and TOC to BOD must be authenticated for all industrial applications and the correlation calculation (for factor) shall be provided.
- n. The correlation/interpretation factor for estimating COD and BOD using UV-Visible Absorption Technique shall be regularly authenticated/ validated and details should be transmitted online.
- o. That the Record of calibration and validation should be available on real time basis on central server from each analyser
- p. Record of online diagnostic features including sensor status should be available in database for user friendly maintenance.
- q. Expandable program to calculate parameter load daily, weekly or monthly basis for future evaluation with flow rate signal input.

- r. Must have low operation and maintenance requirements with low chemical consumption and recurring cost of consumables and spares.
- s. The OCEMS shall be of self - cleaning without any operator intervention
- t. The cleaning frequency shall be customisable
- u. The data can be available for storage for 5 years
- v. The enclosure shall accommodate data logger, HMI, sensor cards, voltage regulator, transmitter unit etc. The enclosure shall provide protection from dust, humidity, precipitation, sunlight & environmental pollution. The material for the enclosure shall be customized for cable entry openings. Enclosure Material Rating: IP-66

### 3. Equipment - Comprehensive water quality analyser with following specifications

Parameters to be analysed	pH, COD,BOD,TSS
Flow Measurement	To be captured from the EMFM installed in the plant with RS 485 Output
Power Supply	As per Manufacturer's Recommendation
Sampling Pressure	As per Manufacturer's Recommendation
Sample Temperature	0-80 Degree Celcius
Display	Colour TFT LCD, LED backlight Resistive touch screen. It should have touch screen display
Communication	RS 485 / RS 232 Output USB Port for Connectivity & download data
Analog Output	4 -20mA
Protection Class / Enclosure Type	IP 66, Stainless Steel with Epoxy Coating or above
pH Range Measurement principle	Electrode method
Measurement methodology for BOD/COD	UV Visual Light Spectrometry with Double Beam Technology with entire Spectrum
Measurement range	
pH	0 to 14
COD	0 to 800 mg/l
BOD	0 to 400 mg/l
TSS	0 to 750 mg/l
Cleaning	Automatic. Analyzer should have facility to start cleaning cycle automatically as per user defined time interval.
Calibration Requirement	Zero Calibration: Should have auto zero calibration facility. Analyzer should have facility to start auto zero calibration as per defined time Interval. Span Calibration: Should be perform as per laboratory measurement data.
Multiplexing Facility	Analyser should have built-in multiplexing facility to add various sample stream minimum up to six - which allow user to connect additional sample stream to meet future compliance requirement, If any without any cost.
Accuracy	
pH	+/- 0.1 pH
COD	+/- 5%
BOD	+/- 5%
TSS	+/- 5%
Operation	Reagent / Chemical Free analysis

Interference	Independent of Pressure or Flow Variations
Measuring Cycle	Programmable, Continuous
Response time	5 Seconds
UV Light Source	Xenon Flash Lamp with life not less than 10 Years Warranty

#### 4. **Data Acquisition, Interpretation & Data Logging Requirements:**

- a. The system should be capable of collecting data on real time basis without any human intervention.
- b. The data generation, data pick up, data transmission; data integration at server end should be automatic.
- c. Necessary software shall be supplied for data acquisition, Interpretation & Data logging
- d. In case of delay in collection of data due to any reason, the data transmission should be marked delayed data and reports of delayed data should be displayed on the portal
- e. At no point of time, manual data handling shall be permitted. Data validation should be permitted only through the administrator and data changes recorded with date and time stampings.
- f. Configurations of the systems once set up and verified, shall not be changed. In case any setting change is required it should be notified and recorded through the authorized representatives only
- g. The data submitted electronically shall be available to the data generator through internet, so that corrective action if any required due to submission of non- validated data can be initiated by the industry
- h. Change Request Management: window for requesting data changes due to actual field conditions shall be provided to the industry in line to PCB for consideration.
- i. The site surrounding environmental conditions shall also be recorded along with other environmental parameters, as these have the potential to affect the system adversely and influence the data generated.
- j. The software should be capable of analyzing the data with statistical tools and shall have the following capabilities:
  - Statistical data analysis (customizable) for average, min., max., diurnal variation.
  - Comparison of parameters of different locations in user selectable time formats i.e. in graphical and tabular formats compatible to MS Excel, MSWord, \*.txt etc.,
  - Capability of comparison of data with respect to standards/threshold values
  - Auto report and, auto mail, SMS generation etc
  - Providing calibration database for further validation/correction of data
  - Transmitting data to different locations as per CTE/CTO, and other directives in force
  - Channel configuration for range, units etc
  - Providing data in export format on continuous basis through central/station computer system to other system
- k. Data transmission through different media like phone line, Broadband, leased lines (at least any two media supported).
- l. System should be connected to a backup power source with adequate capacity to avoid any power disruption for at least 2-3 hours.
- m. The software will give alarm, in case of the concentration of parameter exceeds the prescribed norms by 10% continuously.
- n. In case of system requiring pumping of samples, the instrument supplier/vendors has to ensure that dilution of sample is not possible and in case of any dilution, the system gives alarm
- o. The software should be capable to verify the data correctness which means at any given point of time the regulatory authorities/data generator should be able to visualize the

- current data of any location's specific parameter
- p. The software shall have facilities to capture the data as required by the customer with provision to customise the sampling frequency, reporting, exporting data to excel, storing data to local server
  - q. Software shall interact with the field mounting units by means of suitable communication cable
  - r. System software shall be compatible with any Laptop and PC using Windows XP / Vista/ Windows 7/ Windows 8 & later versions.
  - s. System should operate in any laptop/ PC without requiring the installation of any additional hardware (interfacing card).
  - t. System should be able to connect with any PC/ Laptop through LAN (Ethernet) port.
  - u. System should operate without requiring any dongle key and/or software key number.
  - v. System should pose no restriction on the number of installations of the system software.
  - w. System software should be capable of being installed in any PC/ Laptop with copied CD from original CD (OEM).
  - x. The data acquisition / logging system shall be extendable in future for additional parameters to be measured by the customer from any new equipment
  - y. No online registration or download should be required for installation / operation of the system and/or software.
  - z. The software shall be user friendly with facilities like
    - Data logging facility for desired interval of timings.
    - Retrieval & history mode operation / Report preparation facility.
    - Graphical mode.
    - Calculator mode with user defined formulae enabled.
    - Slot summary display.
    - Data output in Microsoft Excel format.

## 5. Essential Technical features

- a. All instruments must be operated according to the plug & measure principle.
- b. All instruments should be pre-calibrated.
- c. The instruments and analysers must be made of highly resistant material (Stainless steel, titanium or above).
- d. All instruments must have auto-diagnosis procedures are used to ensure best possible operation.
- e. All spectrometer probes for organic analysis must operate using Spectrometry as measuring principal.
- f. pH & temperature measuring principle must be unique, non-porous / non-leaking combined reference electrode for technically consistent pH performance, long term stable and maintenance free in operation Sensor not require any cleaning with compressed air
- g. Sensor must have multi-wavelength scanning double beam spectrophotometer.
- h. On-board event detection and validation software on system enable objective of decision making and to have optimum process controls.
- i. COD, BOD & TOC must have independent program for calibration, analysis and validation. Parameter calculation for one to another parameter such as COD to BOD to TOC is not recommended due to accuracy issues.
- j. Optical sensors including spectrophotometric probes must be water-proof, rugged and have integral IP68 bendable cable to operate in harsh conditions without downtime.
- k. All Sensors must be reagent and consumable free.
- l. Systems should be international Certified Like – TUV Germany/ USEPA / MCERTS UK. etc.

- m. Vendor should have approval for Data connectivity to KSPCB
- n. Any approval if required shall be obtained from CPCB/KSPCB for the equipment / software by vendor himself

**6. Accessories**

- a. Power supply units if necessary for the equipment including UPS shall be provided by vendor
- b. All signal Cables, electrical cables, earthing cables and accessories if required
- c. Any other item that may be required for the successful commissioning of the equipment

**7. Power Supply to the Equipment**

- a. Incoming Power Supply will be provided by WAPCS/CSEZ at one point in the Plant
- b. Any other electrical accessories like starter, Switch fuse unit, MCB etc., required for the installation shall be supplied & installed by the vendor
- c. All the incoming electrical cables to the equipment and outgoing electrical, signal cables from the equipment shall be supplied by the vendor to suit the site requirements.
- d. Exclusive Earthing for the equipment shall be provided by the vendor, if required

**8. Data Validation & Calibration**

- a. The vendor shall supply, install, commission and test the equipment for its desired performance meeting all the requirements
- b. The OCEMS performance will be validated using standard laboratory techniques. The results generated from the OCEMS system will be compared with the analytical reports of the composite samples tested at NABL accredited laboratory.
- c. Any calibration requirements based on the field results shall be done by the vendor at free of cost within the guarantee period

**9. Guarantee & Maintenance**

- a. The guarantee period for the equipment will be 12 months from the date of successful commissioning jointly signed by the Vendor and WAPCOS
- b. The authorized service partner/instrument manufacturer shall ensure that any problem in monitoring system/data acquisition and transfer system does not persist beyond 72 hours.
- c. Any service that requires deputing of service engineer to WAPCOS/CSEZ site shall be carried out at free of cost by the vendor during the guarantee period
- d. The Vendor/instrument manufacturers shall ensure availability of spare parts for at least 07 years after installation of the system
- e. Any spare part if required to be replaced within the guarantee period shall be supplied by the vendor at free of cost

**10. General Conditions**

- a. Power will be supplied at one point for the equipment
- b. Electrical Energy & Water required for installation & commissioning activities shall be provided by WAPCOS/CSEZA at one point at free of cost
- c. Available data on the test reports of the treated effluent will be shared with the vendor. However, the vendor shall take a sample and test it in any NABL accredited Laboratory before submission of their quote.
- d. Water requirement if any for the installation & commissioning shall be supplied by WAPCOS/CSEZA at free of cost
- e. Any earthwork excavation (including refilling) if required for laying of the cables shall be in the scope of the vendor
- f. Any conduits, pipes required for the work shall be in the scope of the vendor only



- g. Any equipment's / work not mentioned which is required for completion of said system as per guidelines of CPCB & KSPCB is in the scope of supplier. 1st Revised CPCB Guidelines dated 10.07.2018 also form a part of these terms and conditions and the technical and other details have to be complied with by the suppliers.
- h. Details on SERVICE-AFTER-SALES set-up in India including the address of Agents/Service centres in South India must be furnished.
- i. The Technical offer should be supported by product Catalogues & Data sheets. Technical details of Bought-Out-Items with copies of Product catalogue should be made available to the maximum possible extent.
- j. Complete Training on Operation & Maintenance of the offered items should be given to WAPCOS/CSEZA Engineers .
- k. If there are any issues with the system at site within warranty period, vendor representative should visit site personally and solve the issues, free of cost, as and when required by WAPCOS/CSEZA.
- l. Any approval from CPCB/KSPCB if required for the connectivity etc., the same shall be done by the vendor.
- m. The equipment, software etc., shall meet CPCB/KSPCB norms.
- n. Any Civil works if required will be executed by WAPCOS/CSEZA

**SECTION- VI**

**ANNEXURE -I**

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF WORK**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the WAPCOS LIMITED (hereinafter called the WAPCOS of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the WAPCOS of the other part, whereby the contractor interalia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life as per contract, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final. During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS by some other contractor at the guarantor’s cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the WAPCOS the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITHNES WHEREOF those presents have been executed by the obligator \_\_\_\_\_ and \_\_\_\_\_ by for and on behalf of the WAPCOS LIMITED on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE WAPCOS LIMITED BY \_\_\_\_\_ in the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**ANNEXURE –II**

**FORM OF PERFORMANCE SECURITY(GUARANTEE)**

WAPCOS Limited,  
76-C, Sector 18,  
Gurgaon-122015.

In consideration of \_\_\_\_\_ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (name of work) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (3 % of the said value of the Contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the

constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

i) our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ;

ii) This bank guarantee shall be valid upto \_\_\_\_\_ (**indicate a date two months after the probable date of completion**)

iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (**indicate a date three months after validity of guarantee**).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

**For & on behalf of Tenderer**

**ANNEXURE – III**

**FORMAT FOR SOLVENCY CERTIFICATE**

I / We have submitted a bank guarantee for the work (Name of work) Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ from \_\_\_\_\_ (Name of the Bank with full address) to the WAPCOS Limited, New Delhi with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on \_\_\_\_\_ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative up to a period of \_\_\_\_\_ months after the recorded date of completion of the work or as directed by the WAPCOS.

I / We also indemnify the WAPCOS against any losses arising out of non-encasement of the bank guarantee if any.

**(Deponent)**  
**Signature of Contractor**

**Note:**  
**The affidavit is to be given by the Executants before a first class Magistrate.**

**ANNEXURE –IV**  
**AGREEMENT PROFORMA**  
**(To be furnished on non-judicial Rs.200/- stamp paper)**

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

**AGREEMENT**

THIS AGREEMENT IS MADE on this ..... day of ..... 2020 BETWEEN WAPCOS Limited, A Government of India Undertaking, having its office at 76-C, Sector-18, Gurgaon, Haryana – 122 015 represented by its General Manager, .....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 ..... by ..... (Designation), ..... aged .....years, 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 “Name” vide Tender ID and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Contractor has been accepted and the Client has awarded the work of “Name of Work”. vide Work order No.....Dated.....and the Contractor submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

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

1. The bid submitted by the Agency for the scope of services/work specified in the NIT at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. It shall be valid for a period 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 fulfil 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.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

1. Notice Inviting Tender (NIT)
2. Contract Data
3. Bidder’s Bid

4. Work Order
5. Bill of Quantities
6. Any other document listed in the Contract Data as forming part of the contract.

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

**Signature of the Employer**

(with the seal of company and address)

**Signature of the Bidder**

(with the seal of company and address)

In the presence of:

Witness

1. Name and Address

2. Name and Address

**ANNEXURE – V**  
**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 EMD /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:

**ANNEXURE –VI**  
**FORMAT OF PRELIMINARY AGREEMENT**

To be executed on stamp paper Rs.200/- (Kerala Government)

Preliminary Agreement entered into on this ..... day of..... Two thousand and ..... between .....<Tender Inviting Authority> for and on behalf of WAPCOS LIMITED, of the one part and ..... (here enter full name and address of the Bidder) hereinafter called the Bidder of the other part for the execution of the agreement as well as for the execution of the work ..... WHEREAS the WAPCOS LIMITED invited tenders for the work of..... (here enter name of the work) by Notification No..... Dated .....

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. \_\_\_\_ /- (Rupees \_\_\_\_\_) [carrying no interest] as mentioned in Tender Document in favour of <tender inviting authority> and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per the bid document. I/We further agree for the applicable deduction from the 'Interim Payment/RA Bill' towards the, Performance Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposit shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. In such a situation, if the second lowest bidder gets awarded with the work at his quoted rate, I shall agree to pay to the first part compensation towards the loss on account of award of work at a higher amount. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work .....  
..... (hereinafter the name of the work) if awarded in favour of the me/us.)

3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the WAPCOS LIMITED can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works, Chief Engineer (Admn) or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder. 4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

4) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

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)

**SECTION- VII  
ELIGIBILITY CRITERIA AND IT'SFORMS:**

**FORM A  
LETTER OF TRANSMITTAL**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Subject: Submission of bids for the work of “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

”

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to J and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

<b>Name of work</b>	<b>Certificate from</b>

**Certificate:**

**It is certified that the information given in the enclosed technical bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.**

Enclosures:

**Seal of bidder**

Date of submission:

**Signature(s) of Bidder(s)**

**FORM-B****FINANCIAL INFORMATION**

**Name of Work: “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

Financial Analysis: Details to be furnished should be duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

<b>Years</b>	<b>Gross Annual Turnover</b>	<b>Profit/Loss (After Tax)</b>
<b>2021-2022</b>		
<b>2020-2021</b>		
<b>2019-2020</b>		
<b>2018-2019</b>		
<b>2017-2018</b>		

**Signature of Chartered Accountant  
(UDIN Number & Seal)**

**Signature of Bidder(s).  
(with Seal)**

**FORM C**  
**SOLVENCY CERTIFICATE FROM A SCHEDULED COMERCIAL BANK**

**Date:**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Name of Work: “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, as a Customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....  
(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**(Signature) For the Bank**

**Note:**

- 1. Solvency Certificates should be on letter head of the Bank, addressed to tendering authority.**
- 2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.**



**FORM D**  
**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING LAST SEVEN YEARS**

**Name of Work: “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

Sl. No	Name of Project & Location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made
1							
2							
3							
4							
5							
6							
7							

**(Signature of the Bidder)**

**Note: This should be accompanied by Completion certificate and work order along with bill of quantities.**

**FORM E**  
**STRUCTURE & ORGANISATION**

Sl.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the Bidder	
2.	Telephone no./Mobile No./Telex no./Fax no.	
3.	Email id for communication	
4.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
	Particulars of registration with various Government Bodies (attach attested photocopy)	
5.	Organization/Place of Registration 1. 2. 3.	Registration No.
6.	Names and titles of Directors & Officers with designation to be concerned with this work along with their contact number and Email id	
7.	Designation of individuals authorized to act for the organization	
8.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
9.	Any other information considered necessary but not included above.	

**Signature of Bidder(s)**

**FORM F**  
**FORMAT FOR UNDERTAKING REGARDING BLACKLISTING/ NON-**  
**DEBARMENT**

[On the letterhead of the Organization]

**Name of Work: “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

To  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted/ De- registered/ debarred by any Government Department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/Undertaken the works/Services during the last 5 years.

Yours faithfully,

Date:

(Signature, name and designation of  
the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM G**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**  
**[On the letterhead of the Organization]**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Sub: Undertaking of the Site Visit for “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the Building and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project as per BOQ

Yours faithfully,

Date:

(Signature, name and designation of the  
Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM H**  
**FORMAT FOR NO DEVIATION CERTIFICATE**  
**[On the letterhead of the Organization]**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Sub: No Deviation Certificate for “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

Date:

(Signature, name and designation of the  
Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM I**

**CONSENT LETTER FOR INTEGRITY PACT**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

Sub: Integrity Pact for **“Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

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,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM J**  
**UNDERTAKING**  
**(Rule 144(xi) in the General Financial Rules (GFRs), 2017)**

To,  
Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Name of Work: “Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years”**

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**VOLUME II**  
**FINANCIAL BID**



**LETTER OF TRANSMITTAL FOR FINANCIAL BID**

To,

Dy Chief Engineer  
WAPCOS Limited  
CSEZ Project Office  
CSEZ Admin. Bldg.,  
Kakkanad, Cochin – 682 037

**Subject: Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years – reg.**

Sir,

With reference to your NIT document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

The Bid is unconditional and unqualified.

1. I / We acknowledge that the WAPCOS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I / We shall keep this offer as specified in the NIT.
6. I / We hereby submit our BID and offer a BID Price of Rs. ....excluding Goods and Services Tax (Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: **Name and seal of Bidder**

## SUMMARY OF COST

### Supply, Installation and Commissioning of Online Continuous Effluent Monitoring System for CETP at Cochin Special Economic Zone at Kakkanad including AMC for 4 years:

S No	Description of Work	Rate
1	<ul style="list-style-type: none"> <li>• Supply, Installation and Commissioning of Online Monitoring System at which includes Analysers for monitoring the parameters pH, COD, BOD, TSS etc at the outlet of CETP</li> <li>• Data acquisition system in the control room</li> <li>• Connectivity to system at office premises of CETP</li> <li>• Software installation and configuration</li> <li>• Connectivity to the Kerala State PCB / Central PCB server.</li> <li>• Electromagnetic Flowmeter/ Ultrasonic flowmeter of 80 mm with all accessories complete.</li> <li>• Surge protection devices for power and signal</li> <li>• Modem for internet connectivity</li> <li>• Outdoor LED display (Multi-Colour LED) with web page application for display parameter data</li> <li>• Adequate onsite training to the engineers/staff of the company or the CETP O &amp; M contractor regarding operation and maintenance of the system</li> </ul>	
2	Annual Maintenance Contract for a period of four years after the completion of 1 year from the date of successful commissioning of the system. To be quoted per annum for 4 year period	
	1st Year	
	2nd Year	
	3rd Year	
	4th Year	
	<b>Grand Total</b>	

Note:-

1. Quoted amount should be exclusive of GST.
2. The rate quoted shall included all costs associated with the work including loading, unloading, transportation, waste removal, any out of pocket / mobilization expenses, indirect Taxes/Cess, if any applicable as per Govt. terms, to be paid by the Contractor.
3. Rate quoted should include all the cables for connecting analyzer to CETP office premises depending upon the site condition.
4. 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 :**