

Price ₹ 1000/-
(Non-refundable)



वाष्कोस लिमिटेड
WAPCOS LIMITED

(भारत सरकार का उपक्रम)
जल संसाधन, नदी विकास व गंगा संरक्षण मंत्रालय
(A Government of India Undertaking)
Ministry of Water Resources, River Development & Ganga Rejuvenation

ISO 9001: 2008

- Consultancy Services
- Engineering, Procurement & Construction (EPC)

NIT No.: WAP/H-3082/CSEZ/2019-20/20 dated 29.08.2019

NOTICE INVITING TENDER

EXPRESSION OF INTEREST (EoI)

for

Empanelment of Agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad

WAPCOS Limited
(A Government of India Undertaking)
Project Office, Cochin Special Economic Zone,
CSEZ Administrative Building,
Kakkanad, Cochin – 682 037
Telephone: 0484-2413544
E-mail: wapcos.csez@gmail.com

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SECTION-I

NOTICE INVITING TENDER

NIT No.: WAP/H-3082/CSEZ/2019-20/20 dated 29.08.2019

Subject: Empanelment of Agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad

Sealed Tenders are invited by **General Manager, WAPCOS Limited, CSEZ Project Office** from eligible, reputed agencies meeting the pre-qualification and eligibility criteria for Empanelment of Agency for Supply of various Plumbing Items in CSEZ covering the scope of services specified/detailed herein in this NIT.

1.	Name of Work:	:	Empanelment of Agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad
2.	Location	:	CSEZ, Kakkanad, Kerala
3.	Website for upload tender/ Corrigendum/ Addendum	:	www.wapcos.co.in ; www.csezauthority.in , www.eprocure.gov.in
4.	Tender submission fee	:	Rs.1,000/-, in the form of Demand Draft in favour of WAPCOS Limited payable at Cochin.
5.	Project Completion Period	:	One year from the date of award
6.	Validity of Bid/Tender	:	90 Days
7.	Last date & time of Procurement / download of tender Document	:	19-09-2019 upto 11:00 hours
8.	Last date & time for submission Bid.	:	19/09/2019 up to 15:00 hours in the office of General Manager, WAPCOS Limited (Cochin Special Economic Zone Project Office), CSEZ Administrative Building, Kakkanad, Cochin – 682 037
9.	WAPCOS Contact information	:	General Manager, WAPCOS Limited (Cochin Special Economic Zone Project Office), CSEZ Administrative Building, Kakkanad, Cochin – 682 037; Telephone: 0484-2413544; E-mail: cochincsez@wapcos.co.in

Exemption in EMD for Micro & Small Enterprises registered with NSIC/MSME:

The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of EMD/ Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

If the office of WAPCOS Limited, Cochin SEZ happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue

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

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

Further, WAPCOS/CSEZA does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys 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.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. 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.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. 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.
- vi. 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.

For and on behalf of WAPCOS LIMITED

**(Sd/-)
General Manager,
WAPCOS Limited,
CSEZ Project Office**

SECTION – II

1. INTRODUCTION

Cochin Special Economic Zone (CSEZ) is a Special Economic Zone functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, Government of India. The Zone acts as an export hub for the industries whose products are marketed overseas.

Cochin Special Economic Zone Authority (CSEZA) is an authority created under Special Economic Zone Act, 2005. It functions as an infrastructure facilitator of the Zone by assuming the role of a Developer of the Zone. CSEZA distributes power and water required by the industries in the Zone. It also manages a common effluent treatment plant within the Zone. CSEZA has appointed **WAPCOS Limited**, A Government of India Undertaking under the Ministry of Water Resources, River Development and Ganga Rejuvenation as '*Owner's Engineer*'.

WAPCOS intends to empanel agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad in an efficient manner through engagement of reputed agencies having relevant experience.

2. ELIGIBILITY CRITERIA

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

Sl. No.	Particular of Document	Yes	Pg.No.
a)	Letter of Transmittal on bidder letter Head to submit Technical Bid. (Form-A)		
b)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-C)		
c)	Copy of PAN Number.		
d)	Goods and Service Tax (GST): 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.		
e)	Letter of Undertaking (LUT): Bidders are advised to execute LUT and should be able to supply goods and services at zero rate through LUT. The SEZ Developers/units, its agencies appointed by them have been exempted from Payment of Customs Duty for goods or		

	services imported into SEZ for its authorised operations in terms of Section 26 of SEZ Act, 2005. As per 16(1) of Chapter VII of IGST Act, all supplies of goods or services or both to SEZ Developer and Units are zero rated. Accordingly bidder shall submit LUT if already registered. If not registered till date of submission of bid, bidder shall give undertaking on bidder letter head stating that they will get registered before submission of bills.		
f)	The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. Should be registered in Kerala And having office in Ernakulam District and Should be able to supply MEP items at CSEZ on purchase as per the requirement within a day		
g)	Each page of the Tender document & Addendum/Corrigendum shall be Signed 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. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.		

3.0 CONDITIONS OF CONTRACT

3.1 Validity of offer

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

3.2 Cost of Tender Document

Contractor/Agency shall submit cost of Tender Document as specified in the Tender Notice by Demand Draft from any Scheduled Bank drawn in favour of WAPCOS LTD payable at Cochin..

3.3 Payment

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

3.4 Assignment

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

3.5 Force Majeure

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood,

earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

3.6 Termination

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

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

3.7 Settlement of Disputes

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

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

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

3.8 Jurisdiction

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

4.0 SCOPE OF THE WORK

The Scope of work includes Supply of all types Plumbing items in Cochin Special Economic Zone, Kakkanad.

Obligations of WAPCOS/CSEZA

WAPCOS/CSEZA shall -

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

5.0 INSTRUCTIONS TO BIDDERS

Submission of Application

All the documents in ORIGINAL, along with Tender Fee mentioned in “Section-II para 2.0 Eligibility Criteria” i.e. at Sr. No. (a) to (g) along with checklist & page numbering in sealed envelope clearly labelled Work.

The bid will be sealed in an envelope which will bear the address of WAPCOS, NIT notice No., Agency name and the name and address of the applicant. It shall bear on top, the following:

“Empanelment of Agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad” and addressed to:

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

The tender should contain the following documents.

- **“Section-II para 2.0 Eligibility Criteria” i.e. at Sr. No. (a) to (g) along with checklist & page numbering in sealed envelope clearly labelled Work.**

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

The Proposal shall be made in the Forms specified in this NIT. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

6.0 SELECTION CRITERIA

The Firms shall be shortlisted and ranked based on the following criteria

- Should be a registered company/firm registered in India.
- Should be able to supply of goods and services at rate through Letter of Undertaking.
- Should be able to supply Plumbing items at CSEZ on purchase as per the requirement within a day
- Should be registered in Kerala And having office in Ernakulam District

Bids received by WAPCOS after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

In exceptional circumstances, WAPCOS may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

WAPCOS is not bound to accept any NIT and reserve the right to accept or reject any NIT, and to annul the selection process and reject all NITs at any time prior to the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

FORM-A

LETTER OF TRANSMITTAL

From:

To
The General Manager,
WAPCOS Limited CSEZ Project Office
CSEZ Admin. Building, Kakkanad,
Cochin, Kerala--682037
Phone: +91-484-2413544

Subject: Submission of bids for “Empanelment of Agency for Supply of various Plumbing Items in Cochin Special Economic Zone, Kakkanad”

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 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:

Certificate:

It is certified that the information given in the enclosed eligibility 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

STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	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	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	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.	
8.	Any other information considered necessary but not included above.	

Signature of Bidder(s)