



**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/2019-20/44 dated 19.11.2019**

**NOTICE INVITING TENDER FOR SELECTION OF  
AGENCY FOR**

**SUPPLY OF GEARBOX (V 600, 20:1) OF FIXED TYPE  
AERATOR AT CETP IN COCHIN SPECIAL  
ECONOMIC ZONE (CSEZ), KAKKANAD, COCHIN**

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

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## SECTION- I

### NOTICE INVITING TENDER

**NIT No.: WAP/H-3082/CSEZ/2019-20/44 dated 19.11.2019**

**Subject:** NIT for Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator at CETP in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin  
Sealed Tenders are invited by **General Manager, WAPCOS Limited, CSEZ Project Office** from eligible, reputed agencies meeting the pre-qualification and eligibility criteria for Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator at CETP in CSEZ covering the scope of services specified/detailed herein in this NIT.

1.	Name of Work:	:	Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator at CETP in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin
2.	Location	:	CSEZ, Kakkanad, Kerala
3.	Website for upload tender/ Corrigendum/ Addendum	:	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> ; <a href="http://www.csezauthority.in">www.csezauthority.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
4.	Project Completion Period	:	One week from the date of award
5.	Requirement	:	2 Nos.
6.	Validity of Bid/Tender	:	30 Days
7.	Last date & time of Procurement / download of tender Document	:	03-12-2019 upto 11:00 hours
8.	Last date & time for submission Bid.	:	03/12/2019 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: <a href="mailto:cochincsez@wapcos.co.in">cochincsez@wapcos.co.in</a>
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 select an agency for Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator at CETP in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin in an efficient manner through engagement of reputed agencies having relevant experience.

### 2.0 CONDITIONS OF CONTRACT

#### 2.1 Validity of offer

The offer shall be valid for a period of 30 days from the date of submission.

#### 2.2 Rates

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

#### 2.3 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.

#### 2.4 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.

## **2.5 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 or 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.

## **2.6 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.

## **2.7 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.

## **2.8 Jurisdiction**

Any dispute connected with this contract shall fall within the jurisdiction of Courts at

Delhi/Ernakulam.

### **3.0 SCOPE OF THE WORK**

- Supply of Gearbox Vertical Werm reducer (V 600, 20:1) of Fixed Type Aerator with downward output shaft.

#### **Obligations of WAPCOS/CSEZA**

WAPCOS/CSEZA shall -

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

### **4.0 INSTRUCTIONS TO BIDDERS**

#### **Submission of Application**

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

**“NIT-For Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator at CETP in Cochin Special Economic Zone (CSEZ), Kakkanad, Cochin. Do not open, except in presence of the Authorised person”** and addressed to:

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

The tender should contain the following documents.

- **Signed NIT**
- **Financial proposal in the Forms at Annexure–A**

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

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

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

#### **Financial Proposal:**

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

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

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

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

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

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



**FINANCIAL PROPOSAL**

Description of Work	Quantity Nos.	Unit Rate	Total
		Rs.	Rs.
Supply of Gearbox (V 600, 20:1) of Fixed Type Aerator with downward output shaft. Make: Premium greaves	2		
<b>In Words:</b>			

- Rates quoted should be exclusive of GST, CSEZ Authority, being a developer is exempted from payment of GST.
- The quoted amount should be inclusive of all packing, loading, transportation, unloading.

Signature of the Tenderer with seal