

Price Rs.2360/-
(Non-refundable)



ISO 9001: 2015

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

NIT No.: WAP/ENVT/CSEZ/H-3082/2021/01 Dated 03.02.2021

NOTICE INVITING TENDER (NIT)

for

***SELECTION OF AGENCY TO PREPARE A COMPREHENSIVE
FIRE SAFETY REPORT FOR THE ENTIRE 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: cochincsez@wapcos.co.in; wapcos.csez@gmail.com

NOTICE INVITING TENDER (NIT)

Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, Kakkanad, Cochin

Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce and Industry, Government of India has appointed WAPCOS Limited, as 'Owner's Engineer'. WAPCOS Limited, on behalf of CSEZA invites Sealed Tenders from eligible, reputed agency for "Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, Kakkanad, Cochin".

Interested firms/companies may submit their bid with all necessary documents in **Two cover system i.e. Technical Bid (cover-1) & Financial Bid (cover-2)** along with the covering letter duly signed by an authorized signatory, refundable EMD and non-refundable cost of the tender document as per NIT in the form of a demand draft **on or before 15.02.2021 by 15.00 Hrs** at the following address:

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

For and on behalf of WAPCOS LIMITED
(Sd/-)
General Manager (SEZ),
WAPCOS Limited

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SECTION I
NOTICE INVITING TENDER (NIT)

NIT No.: WAP/ENVT/H-3082/CSEZ/2020/85 dated 22.01.2021

Subject: NIT for Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, kakkanad, Cochin

Sealed Tenders are invited by General Manager, WAPCOS Limited, CSEZ Project Office on behalf of Chairman CSEZ Authority, from experienced agencies for NIT for **Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, kakkanad, Cochin** covering the scope of services specified/detailed herein in this NIT.

1.	Name of Work:	:	Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, kakkanad, Cochin
2.	Location	:	CSEZ, Kakkanad, Cochin, Kerala
3.	Website for upload tender/Corrigendum/ Addendum	:	www.wapcos.co.in , www.csezauthority.in , www.eprocure.gov.in
4.	Project Completion Period	:	2 months from the date of award of work.
5.	Estimated Cost	:	Rs.5,00,000/- (Rupees Five Lakhs Only)
6.	Tender submission fee	:	Rs.2,360/- (Non-refundable including GST @18%) in form of Demand Draft in favour of WAPCOS Limited payable at Cochin
7.	Validity of Bid/Tender	:	60 Days
8.	Pre-Bid meeting	:	12.02.2021 at 11:00 Hrs
Pre-Bid meeting will be conducted through virtual mode, if required based on the request of the prospective bidders. Those who wish to attend shall send their name, and e-mail id's before 08.12.2020 in the e-mail mentioned in the NIT.			
9.	Last date & time of Procurement / download of tender Document	:	15.02.2021 at 13:00 Hrs
10.	Last date & time of submission of Pre-bid queries	:	11.02.2021 via emails mentioned in NIT.
11.	Last date & time for submission Bid.	:	15.02.2021 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

12.	Opening of Technical Bid (cover-1)		15.02.2021 at 15:30 Hrs
13.	Opening of Financial Bid (cover-2)		Will be intimated to qualified bidder after evaluation of Technical bid.
14.	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 ; wapcos.csez@gmail.com
<p>Exemption in Tender Fee for Micro & Small Enterprises registered with NSIC/MSME: The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of Bid security deposit & Tender Fee on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services</p>			
<p>UdyogAadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.</p>			
<p>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</p>			

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, 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 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/Individual.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons thereof. No Bidder shall have any cause of action or claim against WAPCOS for rejection of his Bid and will not be bound to accept the lowest or any other tender. No

reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

- iv. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- v. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.
- vi. Once the contractor has uploaded original Unconditional Acceptance Letter accepting the WAPCOS Terms and Conditions, the Contractor is not permitted to upload any conditional file or put any remarks(s) / condition(s) in / along with the price bid. In case this condition is found violated, the tender shall be summarily rejected
- vii. In the case of discrepancy between the schedule of Quantities/Project Components and the Specifications , the following order of preference shall be observed:
 - a. Description of Bill of Quantities/ Project Components.
 - b. Particular Specification and Special Condition, if any.
 - c. Relevant Indian Standard codes and NBC/CPWD Specifications.
 - d. Any other Guidelines issued by Gol.

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

For and on behalf of WAPCOS LIMITED
(Sd/-)
General Manager (SEZ),
WAPCOS Limited

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 SEZ is a multi-product Special Economic Zone spread in 103 acres of land located in Kochi, in the State of Kerala in southwest India, set up for export-oriented ventures. The Special Economic Zone is a foreign territory within India with special rules for facilitating foreign direct investment. The Zone is run directly by the Government of India. Kochi is strategically located in southwest India, just 11 nautical miles off the international sea route from Europe to the Pacific Rim.

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. The Zone houses about 130 units operating in varied sectors like Electronics, Hardware, Engineering, Gem & Jewelry, IT&ITES, Agro & Food processing, Textile & Garments, Rubber, etc. The Zone provides direct employment to over 14,000 people.

CSEZA has appointed WAPCOS Limited, A Government of India Undertaking under the Ministry of Jal Shakti as 'Owner's Engineer'. WAPCOS Limited, on behalf of CSEZA invites Sealed Tenders from eligible, reputed agencies having relevant experience for "Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, Kakkanad, Cochin".

- Total Building plots inside the CSEZ- 40 nos.
- Total multi storied building/ Standard Design Factory inside CSEZ 4 nos.

2.0 ELIGIBILITY CRITERIA

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

Sl. No.	Eligibility criteria	Documentary proof to be submitted
2.1	Should be a registered company/firm registered in India. *Bidders should have atleast one registered Office in Kerala.	Certificate of registration/incorporation GST No. (If applicable)
2.2	Average Annual Turnover for last three consecutive years should be minimum 50% of the estimated cost.	<ul style="list-style-type: none"> • Certified copy of Profit and Loss Account, Balance sheet for Year 2017-18, 18-19 and 19-20. • Declaration of annual turnover for last three consecutive years duly certified by auditor.

2.3	The applicant should have at-least 7 years of experience in Fire Safety Engineering with proven track record in designing Fire Safety measures for various kinds of fire hazards in Educational, Residential and Industrial complexes, IT / Industrial sector in preparation of DPR / Designing/Supervision / Implementation / Safety Audit.	Work Orders and Completion Certificate from client with cost, time duration and brief description about the mentioned project.
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JV/Consortium bids will not be allowed.

3.0 EVALUATION CRITERIA AND PROCEDURE

Sl. No.	Criteria	Points	
(i)	Specific experience relevant to the Assignment (Firm Having maximum specific similar project experiences within the bidders shall be given maximum points) <i>{Specific experience implies experience in Fire fighting and protection systems}</i>	60 (Total)	
	<p>a. 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 60% of the estimated cost of work.</p> <p>b. Regional presence of the consultant with office in Kerala</p>	<p>30 marks (+5 marks if project area is in Kerala, +5 marks if project area is industrial manufacturing)</p> <p>2 x 15 marks (+2.5 marks each if project area is in Kerala, +2.5 marks if project area is industrial manufacturing)</p> <p>10 marks</p>	
(iii)	Requirement of Key Technical Staff <i>Client will assess whether the overall team composition is balanced and has an appropriate skills mix)</i>	20 marks (Total)	
	a. MEP Expert in Fire fighting and protection systems with 10 YEARS experience in Design & Implementation of fire fighting system projects.	One no: Expert	10
	b. Bachelor's Degree/ Diplomain Fire & Safety Engineering/Mechanical/Electrical with 5 years experience in design of fire fighting and protection systems throughout the contract period.	One no: Electrical/ Mechanical/ Fire & Safety Engineer	5

	c. Bachelor's Degree in Electrical / Mechanical Engineering with 5 years" experience in design / implementation / commissioning of fire fighting systems projects throughout the contract period	One no: Electrical / Mechanical Engineer	5
(ii)	Approach, methodology, and work plan in responding to the Terms of Reference(TORs) <i>{Client will assess whether the proposed methodology is clear, responds to the TORs, workplanisrealisticandimplementable and the work plan has right input ofExperts}</i>		20 marks (Total)
	a. Adequacy and quality of the proposed approach		8
	b. Detailed Methodology		7
	c. Work plan with right composition of experts		5
Total Marks			100

The minimum technical score (St) required for technical qualification is 75.

Criteria, sub-criteria, and point system for the evaluation of the Financial Proposals:

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$$Sf = 100 \times Fm / F,$$

in which Sf" is the financial score,

"Fm" is the lowest price,

And"F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

$$T = 80\%$$

$$P = 20\%$$

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P

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= 1) as following:

$$\mathbf{S = St \times T\% + Sf \times P\%}.$$

For & on behalf of Tenderer

WAPCOS Limited

4.0 TERMS OF REFERENCE

1. Tasks to be performed by the successful bidder:
 - i) Study all data, including ongoing CSEZ Master Plan project reports and existing proposals provided by the client, before design formulation.
 - ii) Study existing fire protection systems installed in the CSEZ premises, SDFs, other consumers and analyze the condition of the same.
 - iii) Detailed report on how to integrate the existing system with the new proposed design.
 - iv) Collect all data and classify all the buildings/units in the zone based on fire hazard as mentioned in NBC 2016.
 - v) Detailed site survey, Inception report & Preparation of Detailed Project Report (DPR) in the supervision of Fire Officer, CSEZA.

- 2) Design of Common Fire Protection System, Ring Main System, Pump Room System and MV Spray System as per NBC 2016 and Kerala fire Guidelines for CSEZ.
 - i) The System shall be planned to design in such a way that a central water source (including common pump house and common overhead tank) system for each cluster after dividing the Zone into multiple cluster. The central source can be designed as metered line at the doorstep of each building so that it should act as the water source for that building firefighting system.
 - ii) Finalizing capacity of fire water tanks as per NBC & Kerala Fire Rules
 - iii) Identify suitable location for UG tank, overhead tank (if required) and pumproom to get a good positive suction as per latest rules, as stated above.
 - iv) Selection of pump sets with Hydraulic Calculations and as per OEM guideline on the basis of data collected.
 - v) Propose design for buildings owned CSEZA in CSEZ.

- 3) Proposing most economic and suitable system as per National Building Code, Preparations of Shop Drawings/Common area drawings in CSEZ, BOQ, detailed technical specification, Tender documents etc.
 - i) Drawings should include location of yard hydrants, FBIs, Fire alarm panels, BFVs, NRVs, pipe route, hose cabinets, air vessels and all other necessary equipments.
 - ii) Preparation of detailed engineering drawing of the proposed design with fire fighting piping layout according to NBC and NFPA Standards with proper pipe size and hydraulic calculations and pipe supports, thrust blocks etc.
 - iii) BOQ with detailed technical specifications for the proposed design.

- iv) Each report/drawings should be submitted in 3 hard copies and a soft copy in pdf and editable format in CD / DVD.

WAPCOS Limited

5.0 CONDITIONS OF CONTRACT

5.1 Validity of offer

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

5.2 EMD and cost of Tender Document

Agency shall submit an **EMD and cost of Tender Document** as specified in the Tender Notice by **Demand Draft** from any Nationalized Bank drawn in favour of **WAPCOS LTD** payable at **Cochin**. The EMD of unsuccessful bidder will be re-funded after evaluation and issue of work order to successful bidders or within 90 days from the date of submission of tender whichever is earlier.

5.3 Rates

The rates quoted shall include all the Scope of work without any deviation. The quoted rates of the firm shall be valid for the period from the date of the award of contract to the end of the work and no escalation whatsoever will be allowed during this period. The rates quoted should be exclusive of GST as applicable.

The rates quoted in the price bid should be excluding of GST.

5.4 Agreement

The selected Bidder will have to sign an agreement with WAPCOS Limited as per the format specified in Annexure B. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS from contracting for identical or similar services from any other person/party.

Duration of agreement: This agreement shall initially be valid for a period of the contract which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS, directly or through some other complaint, that the Bidder had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the Bidder.

Suspension, Revocation or Termination of agreement: WAPCOS on behalf of CSEZA reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities without citing any reasons thereof. In such a situation, WAPCOS shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by WAPCOS.

WAPCOS may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the agency at its registered office, terminate or suspend this agreement under any of the following circumstances:

- a) The Bidder failing to perform any obligation(s) under the agreement.

- b) The Bidder failing to rectify, within the time prescribed, any discrepancies as may be pointed out by WAPCOS.
- c) The Bidder going into liquidation or ordered to be wound up by competent authority.

Either party may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

It shall be the responsibility of the Bidder to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Bidder and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Bidder or not. The Bidder shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Bidder shall not represent the WAPCOS/CSEZA in any of its dealings.
- b) Bidder shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS/CSEZA's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

5.5 Security Deposit

The successful bidder has to submit an Initial Security Deposit of amount equal to the 2.5% of the awarded value (including EMD) by way of DD from any Scheduled Bank in favour of WAPCOS Ltd, Cochin within 7 days of receipt of the work order and WAPCOS Ltd. shall deduct additional Security Deposit of 2.5% from each payment. The same shall be deducted proportionately from each bills, which will along with the amount of initial security deposit already deposited, amounted to 5% of the gross amount of the bill. The Security Deposit will be refunded after satisfactory completion of contract period, and submission of Bank Guarantee which should be valid till approval of the DPR.

5.6 Billing and Terms of Payment

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. The contractor shall submit the bills after supply and delivery of materials at site and payment will be made after verification and approval from WAPCOS.

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 B
- 3) GST Challan

The bidder/contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between CSEZA being Principal Employer/ Client and bidder/ contractor. Thus the bidder/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 CSEZA being Principal Employer/Client. The bidder/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 CSEZA, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to bidder/contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

Payment Terms:

SI no.	Description	Percentage (%)	Cumulative (%)
1	On approval of Inception report containing the method adopted	20	20
2	On approval of Draft Master Plan by Fire and Safety Department, Government of Kerala(GoK)	60	80
3	On submission of Final Master Plan Containing BoQ with detailed technical specifications, Drawings etc for tendering, incorporating comments of Department of Fire and Safety	20	100

5.7 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.

5.8 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.

5.9 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 Bidder is found to be not satisfactory, the contract will be terminated with one month notice and the Bidder will not be eligible for any compensation on this account.

5.10 Settlement of Disputes & Arbitration

- 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.

6.0 SPECIAL CONDITIONS OF THE CONTRACT

- 4.1 Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications and other factors having bearing on the execution of the work.
- 4.2 Notification of award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to qualified and responsive Bidder offering the lowest evaluated bid. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
- 4.3 Canvassing in any form is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable for rejection.
- 4.4 On acceptance of the tender, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions shall be communicated to WAPCOS.

7.0 INSTRUCTIONS TO BIDDERS

Submission of Application

The tender document can be downloaded from www.csezauthority.in , www.eprocure.gov.in and www.wapcos.co.in from 01.12.2020 onwards.

Separate Demand Drafts of Rs.2,360/- (cost of Tender document) and Rs.10,000/-(EMD) payable at Cochin, drawn on any nationalized /scheduled Bank, in favour of WAPCOS Limited should be submitted along with the Tender Document. The fee for the tender is neither transferable nor refundable. The details of the tender fee and EMD should be clearly mentioned in the application form.

All costs & expenses associated with submission of tender shall be borne by the company for submitting the application and WAPCOS shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.

While submitting the bid, the bidder shall ensure that the bidder meets the conditions of eligibility described in the NIT. Failure to comply with the requirements spelt out in NIT shall make the proposal liable to be rejected.

WAPCOS reserves the right to verify all statements, information and documents submitted by the applicant in response to the NIT. Failure of the WAPCOS/CSEZA to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of WAPCOS/CSEZA thereunder.

The tender shall be submitted by the bidder duly signed on each page of the document. In case the proposal is submitted on the document downloaded from official website, the applicant shall be responsible for its accuracy and correctness as per the version uploaded by WAPCOS/CSEZA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the NIT and the original NIT issued by the WAPCOS/CSEZA, the latter shall prevail.

The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by WAPCOS without any obligation or liability whatsoever.

The bid document should be sealed in Two Cover System in single envelope marked with the address of “General Manager (SEZ), WAPCOS Ltd, Cochin Special Economic Zone Project Office, CSEZ Administrative Building, Kakkanad, Cochin – 682 037”, Name of work and NIT notice No., Last Date and Time of submission, Date and time of opening, name and address of the applicant.

The tender should contain the following documents:

- ✓ **Tender and Checklist as per the Performa in Annexures with specified documents attached as annexure**
- ✓ **Tender fee and EMD in the form of DD**
- ✓ **A copy of the NIT signed, in the bottom of all pages as a token of acceptance of all terms and conditions.**
- ✓ **Certificates/Credentials as per NIT**
- ✓ **Soft Copy of the Technical Proposal in a USB Drive**

Note:

If the Technical Bid and Financial Bid is found in single cover, such tender will be summarily **REJECTED** at the first stage itself.

If the envelope is not sealed and marked as instructed above, WAPCOS/CSEZA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. WAPCOS/CSEZA is not responsible for the non-receipt or delayed receipt of tender sent through courier or post.

Note:

Two cover system bid in single envelope shall contain tender fee, EMD and signed copy of NIT document along with Annexure A, Annexure-B, Annexure-C, Annexure-D, Annexure-E along with all the forms and Annexure-F in the prescribed formats and financial proposal in the prescribed format at Annexure-D

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-F 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 lower amount 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. Financial Proposal should be in the prescribed format.
- ii. The rates quoted shall also include all the costs associated with the assignment like cost of loading, transportation, unloading and stacking of items etc. required for the works in CSEZ. SEZs are exempted from GST as per the GST act Section 16. Hence the item rates quoted rates should be exclusive of GST.
- iii. The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. Conditional bids shall be summarily rejected.
- iv. The Financial Proposal shall take into account all liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal, but GST should be quoted separately in the prescribed format of price schedule. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. SEZs are exempted from GST as per the Section 16, GST Act. Hence the quoted rates should be exclusive of GST.
- v. The above is a **contract** and the successful bidder shall not be entitled to any additional payment whatsoever including reimbursement of expenses of whatsoever nature.
- vi. No escalation **on any account will be** payable on the above amounts.
- vii. All payments shall be made in Indian Rupees.

Bids received by WAPCOS after the specified time on the due date shall not 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 reserve the right 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.

8) DECLARATION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions.

I hereby enclose a DD no dated for **Rs.2,360/-** drawn on..... in favor of "WAPCOS LIMITED" as **Tender Cost** and DD no dated for **Rs. 10,000/-** drawn on..... in favor of "WAPCOS LIMITED" as **Earnest Money Deposit (EMD)**

Signature of Bidder with seal:

Full address:

WAPCOS Limited

SECTION - III**ANNEXURE – A****CHECK LIST**

Part A - General Information		
1	Name of the company	
2	Type of incorporation	
3	Address of the registered office of the company	
4	Year incorporated	
5	Address for communication	
6	Contact person	
7	Name	
8	Designation	
9	Phone No.	
10	Fax No.	
11	Mobile No.	
12	Email address	
Part B - Details of TenderFee		
13	Amount of draft	Rs.2,360/-
14	Issue date	
15	D D No.	
16	Name of the bank	
17	Branch	
Part B - Details of EMD		
18	Amount of draft	Rs.10,000/-

19	Issue date	
20	D D No.	
21	Name of the bank	
22	Branch	
Part C - Details of GST		
23	GST Registration No.	

WAPCOS Limited

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 76C, 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 (Designation), agedyears, 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 **"Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, kakkanad, Cochin"** vide NIT No.: **WAP/ENVT/CSEZ/H-3082/2020/85 Dated 01.12.2020** 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 "Select an Agency to Prepare Comprehensive Fire Safety Report for the entire Cochin Special Economic Zone, kakkanad, Cochin". 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

3. Name and Address

FORM OF PERFORMANCE SECURITY (GUARANTEE)

WAPCOS Limited,
76-C, Sector 18,
Gurugram – 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) (5 % 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 up to _____ 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 the probable date of completion to date of approval of DPR)
- 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 and on behalf of WAPCOS LIMITED
(Sd/-)
General Manager (SEZ)
WAPCOS Limited

FORMAT FOR AFFIDAVIT

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.

(To be submitted in original by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) attached by Notary Public)

(FORM-1)

Abstract of Completed Assignments of the Firm

Sl. No.	Name of Work	Name of client	Cost of project (Rs. in lakhs)
1			
2			
3			

Note:

- The Firm should provide details of only those assignments that have been completed successfully by own firm.
- Satisfactory completion certificate from client should be enclosed.

WAPCOS Limited

(FORM-2)

Details of Eligible Assignments of Firm

Name of Client (End User):	
Name of the Work:	
Nature of Work:	
Description of services performed by the company:	
Project Location:	
Name, e-mail ID, telephone no. and fax no. of client's	
Project Cost (Rs. in lakh)	
Start date and finish date of the services (month and year):	
Brief description of the Work:	

Notes:

- Use separate sheet for each Eligible Assignment.

(FORM-3)
Statement of Annual Turn Over
(on Bidder's Letter Head)

Sl. No.	Financial Year	Annual Turnover (Rs. in Crore)
1	2017-18	
2	2018-19	
3	2019-20	

Note:

- Please do not attach any printed Annual Financial Statement.
- This form should be duly signed by the auditor of the company with his registration number
- Attach audited Profit and Loss Account, Balance sheet for 2017-18, 2018-19 and 2019-20

(FORM-4)
Format for No-Conviction Certificate
(on Bidder's Letter Head)

Subject: No-Conviction Certificate

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that M/s _____ (Name of Organization), is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder

(FORM-5)
FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder's Letter Head)

To

General Manager (SEZ)
WAPCOS Limited
CSEZ Project Office
Kakkanad, cochin

Subject: Undertaking of the Site

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 and conditions 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:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

COVER-2ANNEXURE-F

FORMAT FOR FINANCIAL PROPOSAL

Select an Agency to Prepare Comprehensive Fire Safety Report for the entire

Bill of Quantity					
SI No.	Description	Qty	Unit	Rate	Amount
1	Consultancy charges for design of Common Fire protection system including ring main, pump room, providing capacities of fire water tanks, preparing detailed engineering drawing etc as per NBC 2016 and Kerala Fire Rules in Cochin Special Economic Zone	1	Job		
	TOTAL				
❖ Rate is exclusive of GST					

Note:

- 1) The payment will be done based upon the submission of reports as mentioned in the payment terms certified by Engineer-In-Charge, within the scope of work.
- 2) No claim for extra payment for the same shall be permissible.
- 3) Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of Bid validity and execution of the Contract. A Bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 4) The agency shall be submit a No claim certificate along with the Final bill.