

TENDER NO: WAP/INFRA/NIA/CLW/KOCHI

**SHORT TERM TENDER NOTICE FOR HT CABLE SUPPLY, LAYING AND ASSOCIATED
WORK FROM KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL) SUPPLY POINT
TO COMPLEX OF NIA BRANCH OFFICE AT KALAMASSERY**

TENDER NO: WAP/INFRA/NIA/CLW/KOCHI

VOLUME 1: NOTICE INVITING TENDER

Issued to M/s



Tele-fax: +91-124-2397391, Email: wapcos.rud@gmail.com, commercial@wapcos.co.in, Website: www.wapcos.co.in

IMPORTANT DATES

Sr. No.	Item	Details
1.	Name of work	HT CABLE SUPPLY, LAYING AND ASSOCIATED WORK FROM KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL) SUPPLY POINT TO COMPLEX OF NIA BRANCH OFFICE AT KALAMASSERY
2.	Completion period for Construction	20 Days
3.	Date of issue of Notice inviting bid	28.12.2023
4.	Period of downloading of bidding documents	28.12.2023 to 03.01.2024 (up to 03:00 PM) Documents can be downloaded from CPP Portal Website (https://eprocure.gov.in/eprocure/app) from 28.12.2023
5.	Deadline for receiving bids	03.01.2024 (up to 03:00 PM) Senior General Manager (INFS-II), WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurugram- 122015, Haryana
6.	Date & time of opening Technical Bids	Dt. 03.01.2024 (03:30 PM)
7.	Place of opening Bids	WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurugram-122015, Haryana
8.	Validity of Bid	120 days from the date of receiving of the bids.
9.	Officer inviting Bids	Senior General Manager (INFS-II) Tele-fax: +91-124-2397391 Email: commercial@wapcos.co.in wapcos.rud@gmail.com
10.	Mode of Submission	Technical Bid –Technical Bid must be uploaded online and is also to be submitted physically in the office of Senior General Manager (INFS-II), WAPCOS Ltd.,76-C, Sector-18, Institutional Area, Gurugram-122015, Haryana by 03.01.2024 (up to 3:00 pm) Financial Bid – Financial Bid has to be submitted online only. EMD – EMD Amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) will have to be deposited in shape of DD/FDR/Banker's Cheque/BG in favor of WAPCOS limited from a Nationalized/Scheduled Bank payable at Gurugram/Delhi.

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Section I- NIT



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Online Tenders are invited by WAPCOS Limited on behalf of National Investigation Agency, Govt. of India from Contractors meeting the qualifying requirements.

1	Project Cost (Tentative)	:	₹ 1.00 Crore (Exclusive GST)
2	Bid Processing Fee	:	As per CPP Portal
3	Project Location	:	KALAMASSERY, KERALA
4	Contents of Tender Document		Volume 1 – Notice Inviting tender Instruction to Bidder, Qualifying Criteria & Scope of work Volume 2 – General Conditions of Contract & Special Conditions of Contract Volume 3 – Technical Specifications Volume 4 – Price Schedule/BoQ Tenders are non-transferable.
5	Amount of Earnest Money Deposit	:	Rs. 3,00,000/-
6	Project completion period	:	20 Days
7	Tender Closing Date & Time		03.01.2024 (up to 03:00 PM)
If the office of WAPCOS Limited, Gurugram 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			

Full details, specifications, terms and conditions of work shall be available in the Tender Document for above NIT, which can be downloaded from CPP Portal Website (<https://eprocure.gov.in/eprocure/app>) in downloadable form. The tenderer has to ensure that the tender so downloaded is complete along with all corrigendum / addendum, if any. **Incomplete Tender shall be rejected out rightly. Tenders received without EMD and documents pertaining to qualifying criteria mentioned in Section III of Tender Document will be summarily rejected.**

Technical and Financial Bid must be submitted online on CPP Portal Website (<https://eprocure.gov.in/eprocure/app>) on or before 03.01.2024 up to 3:00 PM and Sealed Tender (Technical Bid along with EMD and original Solvency Certificate) will also be received physically at the **Office of Senior General Manager (Infra.), WAPCOS Limited, 76 - C, Sector-18, Institutional Area, Gurugram-122015, Haryana, India up to 3.00 PM on or before 03.01.2024.** The Financial bid of the technically qualified tenderers shall only be opened. Telex, Telegraphic or e-mail tenders will not be entertained.

The successful Tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970 and rules appended there under if, applicable to him as applicable. WAPCOS Limited reserves the right to accept or reject or cancel any or all tender (s) at any stage if necessary, without assigning any reason whatsoever.

The contractor should have a **minimum average annual turnover of Rs. 50 lakhs** during the last 3 years ending March, 2023. Turnover Certificate for the last three years ending March, 2023 shall be provided from an Independent Chartered Accountant.

The contractor should also have successfully completed similar projects during the last 7 years ending previous day of last date of submission of tenders as prescribed below;

- Three similar completed works of order value each not less than **Rs. 40 Lakhs**
Or
- Two similar completed works of order value each not less than **Rs. 50 Lakhs**
Or
- One similar completed work of order value not less than **Rs. 60 Lakhs**

Here “Similar work” refers to Power Utility Projects which includes Establishing/Laying of HT Line/HT Connections with Transformer’s with minimum load of 510 KVA, fixing of poles and other Allied Works (Completion certificate needs to be enclosed).

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 Limited 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 Respondents.

WAPCOS Limited, reserves the right not to proceed with the Project at site or to change the configuration of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

The Employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- A) Amend the scope and value of contract to the bidder
- B) Reject any or all the applications without assigning any reason.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

1. IMPORTANT POINTS

- 1.1** Bidder shall be an Indian organization/entity.
- 1.2** Bidder must not have been blacklisted or deregistered by any government agencies or public sector undertaking. If so, the same shall be brought to the notice of the Employer.
- 1.3** 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.
- 1.4** 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 Ltd. for rejection of his Bid.
- 1.5** All designs and other 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.
- 1.6** WAPCOS, the Employer may appoint a third-party inspection agency for quality inspection of works on periodical basis. The expenses for appointment of this agency shall be borne by Contractor.

2. PREPARATION OF BID

2.1 Bidder’s responsibility

- The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- The Bidder is expected to examine carefully all the contents of NIT document which includes instructions, conditions, forms, terms, Employer’s Requirements etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the bid.
- WAPCOS will provide the Basic Details of the Project to the successful bidder.

2.2 Project Inspection and Site Visit

- Any Site information given in this NIT is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with the Employer, including availability of electricity, water and drainage, where applicable.
- All Construction shall only be taken up after confirming the status of Land of the Project. No Construction work shall be taken up on Private Land.
- WAPCOS Ltd. shall not be liable for such costs, regardless the outcome of the selection process.

For and on behalf of WAPCOS LIMITED

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Section II- INSTRUCTIONS TO BIDDER



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1) Purpose: -

It is the purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the Project.

2) The estimated amounts for items are given in Estimate. The tenderer has to quote their offer in the BoQ section i.e. Volume-IV (Price Bid). The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while framing their estimate/rates.

3) a) Submission of a tender by a tenderer implies that he has read this notice and all other Tender Documents and has made himself aware of the scope and the specifications, Drawings of the work to be done and of conditions of contract and local conditions and other factors having bearings on the execution of the work.

b) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

c) 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 in competing 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

Will sign an Integrity Pact, w.r.t the selected Tenderer.

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 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.

d) Each page of the Tender documents should be stamped and signed by the person or persons 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. The signatures shall be in blue ink.**

e) The tender prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and WAPCOS Limited shall be in the English language.

f) The bidder shall attach the original authorization letter/power of Attorney as the proof.

g) The contract shall be governed by General Conditions for Contract (GCC), Special Conditions of Contract, Technical Specification (TS), addendum / clarification / corrigendum etc. and all other relevant conditions on the tender documents.

h) The Bidders are expected to carefully examine all the contents of the tender documents including instructions, conditions, terms, and specifications, if required, from WAPCOS Limited and take them fully into account before submitting their offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bidders which are not responsive to the requirements of the tender documents **will be rejected.**

i) 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 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.**

j) The Bid submitted on behalf of a Firm shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to enter into the proposed contract. Otherwise, **the bid is liable to be rejected by the WAPCOS Limited.**

k) The bidders are expected to meet the minimum eligibility criteria as given in the Section-III to participate in this tender. WAPCOS Limited **will reject the Bids that do not meet the minimum eligibility criteria as laid down, based on their submission along with the tender documents, even after the bid opening process is concluded.**

l) 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.

m) 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.

4) Procedure for submission of bid:

- i) EMD Amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) will have to be deposited in shape of DD/FDR/Banker's Cheque/BG in favor of WAPCOS limited from a Scheduled/Nationalized Bank payable at Gurugram/Delhi.
- ii) The offer of the bidder may not be considered for further evaluation, if the EMD is not submitted in the form and manner as stated above and their offer is liable to be rejected.
- iii) The EMD of unsuccessful tenderer(s) will be returned to latest on or before the 30th day after the award of Contract. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted. The successful Tenderer shall accept the LOI within 3 (Three) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.
- iv) 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 tenderer.
- v) WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.
 - a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
 - b) 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.
 - c) EMD shall not carry any interest.

5) Joint Venture not allowed.

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

7) The contents of the TECHNICAL BID and FINANCIAL BID are as mentioned below:

CONTENTS OF TECHNICAL BID

The Technical Bid, clearly labeled as **"TECHNICAL BID"**, has to be submitted. It shall consist of information for responsiveness and other information about Bidders, as required under Tender document.

(a) Technical bid shall comprise the followings:

- i) Bidder's covering letter of offer.
- ii) Signed & stamped NIT documents (comprising of total documents-all pages) including documents related to Qualifying criteria as per SECTION-III of the Tender Document.
- iii) "No Deviation Certificate" in prescribed format in Bidder's Letter Head.
- iv) Earnest Money Deposit

No information relating to financial terms of services should be included in the technical bid. Bids are to be

submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non-compliant with the requirement or work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

v) Constitution & Legal Status along with attested copies of Deeds/Incorporation Certificate, Articles and Memorandum of Association etc. as Applicable.

vi) Power of Attorney in original in favor of the person signing the tender.

vii) Details of Financial Status i.e. **Name of the Banker & Current Solvency Certificate from the Banker in original for a sum of at least Rs. 40 Lakhs. Solvency Certificate shall be issued after the date of publishing of NIT and be addressed to the tendering authority quoting the name of the work and should be on Letter head of Bank (Addressed to Sr. General Manager INFS-II).**

viii) Yearly sales Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-23. Year in which no turnover is shown would be considered for working out the average.

ix) The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Three financial years ending on the financial year 2022-23.

x) GST Registration Certificate

xi) PAN No. (With a copy)

xii) Name(s) of the Owner/Partners/Promoters and Directors of the firm / company.

xiii) Information on litigation history, liquidated damages, disqualification etc. in Tenderer's Letter Head.

xiv) Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along-with LOI(s) / W.O(s) from respective Owner(s) / Client(s) mentioning name and nature of work(s), date(s) of commencement and value(s) of the job(s) executed during last Seven years.

xv) Program of Works, a comprehensive Project implementation Program with list of activities, timelines and milestones. A detailed overall activity chart indicating the duration and timing of all major activities.

CONTENTS OF FINANCIAL BID

The Financial Bid, clearly labeled as "FINANCIAL BID" should be submitted in the Quoting Sheet (format prescribed). The Percentage rate quoted for the contract shall be inclusive of all charges, taxes, duties or any other levies applicable except GST. GST as applicable shall be paid extra on submission of proof and Bill shall be accepted only after Bill is uploaded at GST Portal, subject to receipt of the same by Employer on back to back terms.

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.

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.

Currency of Bid

Bid prices shall be quoted in Indian Rupees.

Outermost cover:

It shall be super scribed with offer for “**Name of the Project**” WAP/INFRA/NIA/CLW/KOCHI and shall be addressed to “**Senior General Manager (INFS-II), Room No. C- 12, WAPCOS Limited 76-C, Sector-18, Institutional Area, Gurugram - 122015 (Haryana)**” and should reach this office as mentioned above on or before 03.01.2024 up to 3.00 P.M

Due date of submission shall be written on all the covers/envelopes of the bid without fail. Bids received after the due date and time shall not be accepted.

Telegraphic or Fax or E-Mail offers shall not be accepted under any circumstances.

8) Tender submitted by tenderer shall remain valid for acceptance for a period of 120 (One Hundred and Twenty) days from the date set for submission of the tender. The tenderer shall not be entitled within the said period of 120 (One Hundred and Twenty) days to revoke or cancel or vary the tender given or any item thereof. In case tenderer revokes or cancels or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

Price Bids of those Bidders who will be technically qualified for the subject job on the basis of evaluation of technical bids, will be opened on specified date. The date & time to open the price bid (Part-II) shall be intimated to the bidders and in such a case, one representative of the bidder shall be allowed to attend. WAPCOS's decision in this regard is final & binding. The lowest Financial Bid so opened shall be awarded the work (L-1 Bidder).

Acceptance of WAPCOS LTD. is a prerequisite for consideration of Bidder's offer for this contract. Accordingly, Bidder(s) not acceptable to WAPCOS LTD. shall not be considered and shall be rejected by WAPCOS Limited and no correspondence and claim etc. from the Bidder in pursuant to the Tender shall be entertained by WAPCOS Limited under any circumstances whatsoever

8) Special instructions to Bidders for e-Tendering Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Bidder's guide for CPPP portal

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. Bidder should prepare the Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded 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 24x7 CPP Portal Helpdesk.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at WAPCOS ;

WAPCOS Contact	
WAPCOS Contact Person	<i>Sanjay Sharma</i> <i>Senior General Manager (INFS-II)</i>
Telephone/ Mobile	+91-124-2348021
E-mail ID	<i>commercial@wapcos.co.in, wapcos.rud@gmail.com</i>

For & on behalf of Tenderer

**SHORT TERM TENDER NOTICE FOR HT CABLE SUPPLY, LAYING AND ASSOCIATED
WORK FROM KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL) SUPPLY POINT
TO COMPLEX OF NIA BRANCH OFFICE AT KALAMASSERY**

TENDER NO: WAP/INFRA/NIA/CLW/KOCHI

Section III- QUALIFYING CRITERIA



Tele-fax: +91-124-2397391, Email: commercial@wapcos.co.in, Website: www.wapcos.co.in

QUALIFYING CRITERIA

Qualifying Criteria for participating in the Tender

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria.

1) Qualifying Criteria for participation in Tender: -

Bids may be submitted by a contractor.

a) Technical Eligibility Requirements:

- i) The contractor should have the expertise and experience to provide complete solution for similar work.
- b) The contractor should have a **solvency** of at least **Rs. 40 Lakhs** in order to fund the project till the time the invoices get paid. The bidder shall provide a Solvency Certificate from the Banker in original for a sum of at least Rs. 40 Lakhs. **Solvency Certificate shall be issued after the date of publishing of NIT and be addressed to the tendering authority quoting the name of the work and should be on Letter head of Bank (Addressed to Sr. General Manager INFS-II).**
- c) The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2022-23.
- d) The Bidder should submit Yearly sales Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-23. Year in which no turnover is shown would be considered for working out the average.
- e) The contractor should have **minimum annual average turnover** of **Rs. 50 Lakhs** during the last 3 years. The bidder shall furnish a certified copy of audited financial statements in support of the claim.
- f) The contractor should also have successfully completed during last Seven years ending previous day of last date of submission of tenders of minimum values specified herein below:

Three similar completed works of order value each not less than **Rs. 40 Lakhs**

Or

Two similar completed works of order value each not less than **Rs. 50 Lakhs**

Or

One similar completed work of order value not less than **Rs. 80 Lakhs**

- g) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.
- h) LOI / WO and relevant Completion certificate or any other documents to substantiate the above nature as well as value of work.
- i) The Bidder should submit the Integrity Pact.
- j) Copy of PAN, PF and GST Registration Certificate to be submitted.

Note for Clause 1 (e) above:

Here Similar work” refers to Power Utility Projects which includes Establishing/Laying of HT Line/HT Connections with Transformer’s with minimum load of 510 KVA, fixing of poles and other Allied Works (Completion certificate needs to be enclosed).

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

3) **BID Capacity:** The Bidder who interalia meet the minimum qualification criteria will be qualified only if their

available Bid Capacity is more than the Total Tendered Value. The available Bid Capacity will be calculated as per following based on information mentioned enclosed in the **Bid Format for Bid Capacity**.

Assessed available Bid Capacity = $(A*N*2-B)$, Where

N= Number of years prescribed for completion of work for which Bid is invited

A= Maximum value of civil engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The Projects include turnkey project/Percentage/Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the period of completion of the works for which BID is invited.

Note-1: The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects **or** Concessionaire / Authorized Signatory of Projects and verified by Statutory Auditor. The factor for the year for up-dation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3
Up-dation factor	1.00	1.05	1.10

For & on behalf of Tenderer

SHORT TERM TENDER NOTICE FOR HT CABLE SUPPLY, LAYING AND ASSOCIATED WORK FROM KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL) SUPPLY POINT TO COMPLEX OF NIA BRANCH OFFICE AT KALAMASSERY

TENDER NO: WAP/INFRA/NIA/CLW/KOCHI

Section IV- SCOPE OF WORK



Tele-fax: +91-124-2397391, Email: wapcos.rud@gmail.com, commercial@wapcos.co.in, Website: www.wapcos.co.in

CONDITIONS OF PARTICULAR APPLICATION

1) The instructions to the Bidders for submission of Tender are enclosed.

This Tender is being invited by WAPCOS Limited on behalf of National Investigation Agency, Govt. of India for executing a part of the work for the subject job as per enclosed Scope of Work.

2) All terms & conditions namely General Conditions of Contract, Special Conditions of Contract, Technical Specification, Corrigendum / Amendments / Clarification, if any incorporated with this bidding document applicable to WAPCOS Limited shall also be binding and construe as part of this tender document unless amended/alterd or clarified specifically here-in and such additional stipulation/clarification shall have an overriding effect over Scope of work, General Conditions of Contract, Special Conditions of Contract, Technical Specification, Corrigendum/Amendments/Clarification etc.

SCOPE OF WORK;

This specification defines technical requirements for Electrification of HT cable supply, laying and associated work form KSEB supply point to NIA site at kalamassery Approximate length 2.0 KM.

Proposal for the High Tension (HT) cabling work required to connect the Kerala State Electricity Board (KSEB) 11 KV supply point to the consumer (NIA) Ring Main Unit (RMU) at site, which includes;

- 1. Site Assessment:** Conducting a thorough survey to assess the site conditions and requirements for the HT cabling work.
- 2. Design and Engineering:** Developing detailed engineering plans for the HT cabling, ensuring compliance with KSEB standards and regulations.
- 3. Material Procurement:** Sourcing high-quality industry-standard HT cables, joints, terminations, and other necessary materials required for the project for the HT cabling work, ensuring durability and reliability.
- 4. Cable Installation:** Implementing the HT cabling work from the KSEB 11 KV supply point to the consumer RMU either by HDD method or open trench method as per the site condition, approved design, and engineering plans.
- 5. Jointing and Termination:** Ensure proper jointing and termination of cables using state-of-the-art techniques and materials to minimize losses and ensure optimal performance.
- 6. Testing and Commissioning:** Conducting comprehensive testing of the installed cables to ensure proper functioning and compliance with safety standards.
- 7. Documentation:** Providing all necessary documentation, including test reports, compliance certificates, and as-built drawings.

The Bidder shall visit the site and collect whatever information he may require before submission of bid at their own cost.

The Contractor shall submit daily physical and financial progress report to the Employer.

The Contractor shall ensure soundness of construction/work and defect free operation for a period of 1 year after commissioning.

The responsibility of the Bidder shall include carrying out all the activities for the completion of the Project which generally shall include the following and any additional activities incidental to these: -

- ❖ The Contractor shall be responsible for providing plant, equipment, materials and labour for the provision of all necessary Permanent/Temporary Works, site installations and services required for the realization of the Works under this Contract.
- ❖ The Contractor shall design, furnish, set-up, maintain and operate at the Site all Permanent/Temporary Works, site installations and Contractor's Equipment for his own use, or required by the Contractor, including camps, workshops, warehouses, storage and assembly areas, all machinery, vehicles, scaffolding, equipment, water and power supply, etc.
- ❖ Permanent/Temporary Works and services provided and operated by a Contractor for his own use as well as for that of the Employer shall conform to the applicable Indian laws, regulations, standards, codes and sanitary requirements stipulated for such purpose. In addition, they shall comply fully with all Indian laws and regulations relating with environmental protection, mitigating measures for reducing environmental impacts and remedial works on completion of the Works.
- ❖ The design, construction, operation and maintenance of a Contractor's Permanent / Temporary Works and services may be subject to inspection by the Employer.
- ❖ All plants, camp facilities, installations and services provided by a Contractor for his own use as well as for that of the Employer's wherever applicable shall at all times remain his property, except when otherwise specified hereinafter. Should, after the Completion of Contract, the Contractor will transfer the developed amenities to Employer after operation and maintenance in a good working condition.
- ❖ Handing over of the Infrastructure in good working condition with all relevant documents such as as-built drawings, physical & operational condition of the assets, Project Completion Report, O&M manual, periodical reports along with soft copy to employer.
- ❖ The Permanent/Temporary site roads which a Contractor shall construct, and maintain required for the various working areas, camps, and facilities and other Permanent/Temporary works.
- ❖ Any other facility and / or Infrastructure that may be required by the Contractor or Employer shall be proposed by the Contractor along with detailed design / drawings for the approval of Employer. All infrastructures existing prior to the award of work or constructed by the Contractor shall be properly maintained in a good condition and may be upgraded as per the requirements of Employer.

a) Permanent/Temporary road works, including public road diversions.

b) The Contractor shall forthwith comply with and duly execute any work comprised in such WAPCOS Limited's instructions, provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by WAPCOS Limited shall if involving a variation be confirmed in writing to the Contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule or quantities, shall be taken up without written permission of WAPCOS Limited. Rates of items not mentioned in the priced Schedule of Quantities shall be fixed by WAPCOS Limited as provided in the corresponding clauses of the tender document.

Regarding all factory-made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications and Special Conditions of Contract.

DEFINITIONS:

The following words and expressions shall have the meanings hereby assigned to them.

- 1) The "Owner" shall mean "National Investigation Agency, Govt. of India".
- 2) "Client/Employer" shall mean "WAPCOS Limited", a Government of India undertaking- Ministry of Jal Shakti, Govt. of India for execution of the Project having their Corporate office at 76-C, Sector-18, Institutional Area, Gurugram-122015, Haryana, India & include their successors & permitted assigns as well as their authorized officer / representatives.
- 3) The "COMPANY" shall mean WAPCOS Limited having its Corporate office at 76-C, Sector-18, Institutional Area, Gurugram-122015 (Haryana) and include their successors and permitted assigns as well as their authorized officers/ representatives.
- 4) The "Accepting Authority" shall mean the authority mentioned in the Instructions to Bidders of the Tender Document.
- 5) The "ENGINEER – IN - CHARGE" shall mean Engineering Officer appointed by WAPCOS Limited or his duly authorized representative who shall direct, supervise and be in charge of the works for the purpose of this contract.
- 6) "TENDERER/BIDDER" shall mean the firm/party who quotes against this Notice Inviting Tender.
- 7) "TENDERED VALUE" shall mean the sum accepted in this tender or the sum calculated in accordance with the prices accepted in this tender or the contract rates as payable to the Contractor by WAPCOS Limited for the entire execution and full completion of work with respect to scope of work of Contractor.
- 8) The "Contractor/Successful Bidder" shall mean the firm or company whose bid has been accepted by WAPCOS Limited and shall include legal representative or successors or permitted assigns of such firm or company as the case may be.
- 9) The "Contract" shall mean the Notice Inviting Tender, the tender and acceptance thereof and the formal agreements if any, executed between WAPCOS Limited and the Contractor together with documents referred to therein including their conditions with SECTION and any Special Conditions of Contract, the specifications, designs, drawings etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 10) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender or the contract rates as payable to the Contractor for the entire execution and full completion of work.
- 11) "Site" or "Work Site" shall mean the site of the contract works and shall include the lands, buildings and other erection thereupon, or under, in or through which the works are to be executed or carried out and any other lands or places provided by WAPCOS Limited for the purpose of the contract.
- 12) Words imparting the singular only also include the plural and vice-versa when the context requires. Words imparting persons include firms and Corporations and vice versa where the context requires.

- 13) "Specification" shall mean all directions, various technical specifications, provisions and requirement attached to this document/order, which pertain to the methods and manner of performing the work according to the quantities and qualities thereof as may be amplified or modified by the company during the performance of the contract. It shall also include the latest edition including all agenda/corrigenda or relevant Indian Standard Specifications & other relevant codes. In agenda/corrigenda or relevant Indian Standard Specifications & other relevant codes. In any dispute, the decision of the "Company" will be final.
- 14) "Consultant" shall mean any consultant nominated by the Company or by the Company's client.
- 15) The "Period of Liability" in relation to the contract means the specified period from the date of Issue of completion certificate by the Company.
- 16) The "Appointing Authority" for the purpose of arbitration shall be the Chairman Cum Managing Director of the Company or any other persons as designated by him.
- 17) The "Alteration/Variation Order" means an order given in writing by the Company to affect additions/alteration to or deletions from the scope of work.
- 18) "Letter of Intent (LOI)" shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained therein and shall be issued by the Chairman Cum Managing Director of the Company or his authorized representative.

PERFORMANCE GUARANTEE

1. The Successful Bidder shall within Ten (10) days of the acceptance of the LOI, execute a Performance Bank Guarantee as per contract, from a Scheduled/Nationalized Bank, for an amount equivalent to the 3% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the issue of completion Certificate. The EMD of the successful Bidder shall be retained by WAPCOS Limited until the PBG is submitted. The Performance Bank Guarantee of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.
2. The Contractor shall from time to time at the request of the WAPCOS Limited suitably extend the validity of Performance Bank Guarantee as may from time to time be required by WAPCOS Limited, failing which, without prejudice to any other right or remedy available to WAPCOS Limited, WAPCOS Limited shall be entitled to encash the Bank Guarantee.

**SHORT TERM TENDER NOTICE FOR HT CABLE SUPPLY, LAYING AND ASSOCIATED
WORK FROM KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL) SUPPLY POINT
TO COMPLEX OF NIA BRANCH OFFICE AT KALAMASSERY**

TENDER NO: WAP/INFRA/NIA/CLW/KOCHI

BID FORMATS



Tele-fax: +91-124-2397391, Email: Wapcos.rud@gmail.com, commercial@wapcos.co.in, Website:
www.wapcos.co.in

FORMAT OF COVERING LETTER

[To be submitted in Bidder's Letter Head]

To,

Sr. General Manager (INFS-II)
WAPCOS Limited.
76-C, Sector-18
Institutional Area
Gurugram-122015, Haryana

Subject: Name of the Project
Tender No: WAP/INFRA/NIA/CLW/KOCHI

Sir,

Having examined the details given in press notice and bids 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 is 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 requisite certified solvency certificate and authorize the Sr. General Manager (INFS-II), to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Chief Engineer (Commercial) to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of Work	Certificate form

Certificate:

It is to certify that the information given in the enclosed eligibility bid is 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)**

ORGANISATION SET UP: GENERAL INFORMATION OF BIDDER

1. Name:
2. Country of incorporation
3. Address of the corporate headquarters and its branch office(s):
4. Date of incorporation and/ or commencement of business:
5. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
6. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number: Landline: Mobile:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h)

Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number: Landline: Mobile:
- (e) Fax Number:

Name of Applicant:

Sr. No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on BID due date.		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary)

Name of Bidder:

Sr. No.	Criteria	1 st Last Year	2 nd Last Year	3 rd Last Year
	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.			
	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder.			
	Updated details of on-going process of blacklisting if so, under any contract with Authority / Government on the Bidder.			

Information Required to Calculate the BID Capacity**1. To calculate the value of "A"**

A table containing value of Civil Engineering Works in respect to Projects (Turnkey projects / Item rate contract / Construction works) undertaken by the Bidder during the last 3 years is as follows:

S. No.	Year	Value of Civil Engg. Works undertaken w.r.t. Projects (Rs. In Crores)
1	2022-23	
2	2021-22	
3	2020-21	

Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 3 years and value thereof is Rs. _____ Crores (Rupees _____).

Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. _____ Crores x _____ (Updation Factor as per Appendix) = Rs. _____ Crores (Rupees _____)

..... Authorized Signatory For and on behalf of (Name signatory) of the Bidder)	Name of the Statutory Auditor's firm Seal of the audit firm: (Signature, name and designation and Membership No. of authorised Signatory
---	---

2. To calculate the value of "B"

A table containing value of all the existing commitments and on-going workings to be completed during the next _____ years is as follows:

	Name of Project / Work	Percentage of participation of Bidder in the project	Date of start / appointed date of project	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2018-19 price level
				Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7= (5-6)	8	9 = (3x 7 x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
	2022-23	1.00
	2021-22	1.05
	2020-21	1.10

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects **or** Concessionaire / Authorized Signatory of Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually.

<p>.....</p> <p>..... Authorised Signatory</p> <p>For and on behalf of (Name signatory) of the Bidder)</p>	<p>Name of the Statutory Auditor's firm Seal of the audit firm:</p> <p>(Signature, name and designation and Membership No. of Authorised Signatory</p>
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Format for Power of Attorney

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (Name), son/daughter/wife of..... and presently residing at....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Projectproposed or being developed by the ***** (the "Employer") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address) of
person authorized by Board Resolution
(in case of Firm / Company)/ partner in case of
partnershi

Witness 1

2

Accepted

.....

(Signature) (Name, Title and Address of the Attorney)

**(Notarized) Person identified by me/ personally
appeared before me**

**Attested/ Authenticated* (*Notary to specify as
applicable)**

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted on Bidder's Letter Head]

To,
Sr. General Manager (INFS-II)
WAPCOS LTD.
76-C, Sector-18,
Institutional Area
Gurugram-122015
Haryana

Subject: No Deviation Certificate for "Name of the Project"
Tender No: WAP/INFRA/NIA/CLW/KOCHI

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 unqualified 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,

(Signature, date & Seal of Authorized representative of the Tenderer)

DECLARATION AGAINST CORRUPT OR FRAUDULENT PRACTICES

TO WHOM IT MAY CONCERN

I / We hereby declare that I / We and any of my / our affiliates have neither been involved, nor have debarred by any Government/Multilateral funding agency for my / our involvement in any corrupt or fraudulent practices in any of my /our contractual (Supply/Services)/ construction activities.

I / We also confirm that if at any point of time, my / our involvement in any of my / our works as corrupt or fraudulent is proved to be true, my / our proposals for the work under the contract shall be treated as Non-Responsive.

Place:

Date:

Signature:

Name:

Seal

FORM OF PERFORMANCE 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 upto 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_____; and
- 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 twelve months after validity of guarantee).

Dated this_____day of_____at New Delhi.

WAPCOS Limited**FORMAT FOR FINANCIAL INFORMATION**

[To be submitted in Bidder's Letter Head]

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

Years

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(i) **Gross Annual Turnover.**

(ii) **Profit/Loss Statement**

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORMAT OF BANKERS' CERTIFICATE FROM A SCHEDULED/NATIONALISED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to 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) Banker's certificate should be on letter head of the bank, sealed in cover addressed to tendering authority.**
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank**

dicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(s)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the President of India acting through Shri _____ Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is private company/public company/Government undertaking/partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3.The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their

family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge, of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer,
Designation
Dept./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____

❖ Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

CONTRACT AGREEMENT

This Agreement made the _____ day of _____ 20__ Between.
of _____ (hereinafter called "the Employer") of the one part,
and _____ of _____ (hereinafter called "the Contractor") of the
other part.

Whereas the Employer desires that the Works known as should be executed by the Contractor, and
has accepted a Tender by the Contractor for the execution and completion of these Works and the
remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement:
 - (a) The memoranda annexed hereto (which includes a breakdown of the Contract Price)
 - (b) The Addenda nos. _____
 - (c) The Conditions of Contract
 - (d) The Employer's Requirements, and
 - (e) The Contractor's Tender.
3. In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and
complete the Works and remedy any defects therein in conformity with the provisions of the
Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design,
execution and completion of the Works and the remedying of defects therein, the final Contract Price
at the times and in the manner prescribed by the Contract.
5. The Contract shall come into full force and effect on the date when the following conditions
are satisfied:

[List of pre-conditions]

The Employer shall promptly confirm to the Contractor the date on which all these conditions have
been satisfied. If any of these conditions has not been satisfied within _____ days of the above-
mentioned date on which this Agreement is made, this Agreement shall be void and ineffective and
any securities issued in relation to the above Works shall be returned.

6. The Commencement Date shall be _____

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year
first before written in accordance with their respective laws.

SIGNED by:

For and on behalf of the Employer
in the presence of

Witness: _____

Name: _____

Address _____

SIGNED by:

For and on behalf of the Contractor
in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____