

**वाष्कोस लिमिटेड**  
**WAPCOS LIMITED**  
(भारत सरकार का उपक्रम-जल शक्ति मंत्रालय)  
(A Government of India Undertaking-Ministry of Jal Shakti)

Notice No: WAP/INFS-1/Goa/2024/Fisheries/02 Dated: 01.09.2024

**TENDER**  
**DOCUMENT FOR**

**“Hiring of Agency for Providing Manpower, Infrastructure,  
Logistics & Technical Support for Various works under  
Fisheries Department in Goa (2<sup>nd</sup> Call)”**



76-C, Institutional Area, Sector - 18  
Gurugram-122015, Haryana  
Email: [iwrm@wapcos.co.in](mailto:iwrm@wapcos.co.in)  
Website: [www.wapcos.co.in](http://www.wapcos.co.in)

**August 2024**

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**NOTICE INVITING e-TENDER (NIT)****BID DATA SHEET**

Notice No: WAP/INFS-1/Goa/2024/Fisheries/02

Dated: 01.09.2024

WAPCOS Limited (A Govt. of India Undertaking), invites “E-Tenders” from experienced Agencies and competent bidders for the work as per the following details: .

1.	Name of Work / Project	:	<b>Hiring of Agency for Providing Manpower, Infrastructure, Logistics &amp; Technical Support for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)</b>
2.	Site / Location	:	Goa State
3.	Website for viewing tender	:	www.wapcos.co.in and <a href="https://gem.gov.in/">GEM Portal (https://gem.gov.in/)</a>
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	<a href="https://gem.gov.in/">GEM Portal (https://gem.gov.in/)</a>
5.	Estimated Cost put to tender. Estimated Project Cost:	:	<b>Rs. 2.14 Cr excluding GST</b> <b>Rs. 200 Crores.</b>
6.	Cost of Tender Document / Processing Fee	:	<b>NIL</b>
7.	Earnest Money Deposit (EMD)	:	<b>Rs. 4,28,000/- (Rupees Four Lacs Twenty Eight Thousand only)</b> shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects in favour of “WAPCOS Limited” payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission Account Number – 193502000000405 A/c Holder – WAPCOS Limited Bank Name – Indian Overseas Bank Branch name: NHB Gurugram IFSC code: IOBA0001935
8.	Performance Bank Guarantee	:	<b>3% of Total Contract Value</b>
9.	Project Completion Period	:	The total time period of the contract shall be 18 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued by the client from time to time.
10.	Validity of Bid/Tender	:	<b>90 Days from Bid Opening date</b>

11.	JV/Consortium	:	Allowed upto maximum 2 partners i.e. 1 Lead Member +1 JV Partner
12.	Site Visit	:	<b>Not Mandatory</b>
13.	Last date & time of Procurement / download of tender Document	:	As per GEM Portal
14.	Pre Bid Meeting (for the bidders who conducted site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED, Gurgaon) latest by 7 days before last date of tender submission as mentioned in NIT.
15.	Offline Submission of Technical Document and EMD etc. as detail in Tender for bidders.	:	Within 24 Hrs after the last date & time for online submission of Bid as per GEM Portal
16.	Last date & time for online submission of Technical & Financial Bid	:	As per GEM Portal
17.	Online opening of Technical Bid	:	As per GEM Portal
18.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
19.	WAPCOS Communication address during Tendering and execution of works	:	<b>Additional Chief Engineer,</b> <b>INFS-1 Division, WAPCOS Limited</b> 76-C, Institutional Area, Sector – 18, Gurgaon <b>Email:</b> iwrm@wapcos.co.in, <b>Contact No.</b> +91-124-2399225

**Exemption in EMD fee for registered Micro and Small Enterprises only under MSME (if applicable):** The companies who are registered as Micro and Small Enterprises are exempted from the submission of EMD fee on submission of requisite proof in the form of valid certification from MSME.

**The technical and financial bids shall be uploaded on the GEM portal.** If the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website only. Bidders are advised to visit above specified website 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 tender document has to be submitted online on [GEM Portal \(https://gem.gov.in/\)](https://gem.gov.in/).

The purpose of this NIT is to provide with information to interested parties 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 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. Joint Ventures / Associations are allowed upto maximum 2 partners i.e. 1 Lead Member +1 JV Partner. The Bidder applying as JV shall submit a Joint Venture Agreement on Rs. 500/- stamp paper clearly mentioning Roles and responsibility of each JV partner. However, the Lead Partner shall be responsible for all contractual responsibilities toward the Engineer-In-Charge for performance of Contract.

- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- iii. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of  
WAPCOS LIMITED**

**Additional Chief Engineer  
INFS-1 Division, WAPCOS Limited  
Gurgaon**

**SECTION-I**  
**INSTRUCTION TO BIDDER**

**1.1 INTRODUCTION**

This Part of the Bidding Documents i.e. Instructions to the bidder provides the information necessary for bidders to submit responsive bids, opening and evaluation and process for award of contract. If any information provided in this document has conflict with the provision of general conditions, than the later shall prevail.

The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in all parts of tender document along with all amendments/ corrigendum's / addendums before filling the Bid form. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.

The Sellers/ Agency shall follow the link for reading the training module for GEM Participation as follows:

<b>S. No.</b>	<b>Module</b>	<b>Link for Training Module</b>
1	Introduction to Seller/Service Provider Functionality	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf</a>
2	Seller/Service Provider Registration Using PAN	<b>Using PAN</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf</a>  <b>Using Aadhaar</b> <a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf</a>
3	Profile Updation (Seller/Service Provider)	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf</a>
4	Secondary User Creation	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf</a>
5	Overview of Dashboard – Seller/Service Provider	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf</a>
6	Vendor Assessment	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf</a>
7	Bid Participation Services	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf</a>
8	Earnest Money Deposit (EMD) Process	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf</a>

S. No.	Module	Link for Training Module
9	Bill of Quantities [BoQ] – Seller	<a href="https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Ite m-Wise-BOQ-seller-v2-1652262676.pdf">https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Ite m-Wise-BOQ-seller-v2-1652262676.pdf</a>

### TENDER DOCUMENTS

The tender documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of the Bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirement of the bidding document shall be rejected.

### CLARIFICATION OF BID DOCUMENTS

Prospective Bidder requiring any clarification of the bidding documents may submit his queries in the pre-bid meeting / as mentioned in the NIT.

The Employer will reply to only those queries which are received before the scheduled time and which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like or replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents. 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 and WAPCOS Limited shall remain indemnified on all counts in this regard.

### AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

### 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) The 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.

### 1.2 SUBMISSION OF BIDS

#### Online submission of Bid

The bidders shall submit their Technical and Financial Bid electronically through GEM Portal (<https://gem.gov.in/>).

#### Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in ITB of Bid document. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

*Documentary evidence of having deposited the cost of bid document and EMD as per NIT.*

*Signed & scanned copy of all duly filled Forms as per clause 3.0 of Section-II and Annexures as per clause 7 of*

ITB and other requirements mentioned elsewhere in the Tender document.

### **Financial Bid**

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in **Section - V: Financial Bid** of Bid document. Financial Bid shall be uploaded through GEM Portal of Government of India.

### **Deadline for Submission of Bids**

WAPCOS may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of WAPCOS and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The notice for extension of bid submission date shall be put on GEM Portal of Government of India.

### **Modification and Withdrawal of Bids**

The bidder may modify or withdraw their bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to WAPCOS. The bid shall be modified / withdrawn on GEM Portal.

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in forfeiture of earnest money pursuant to ITB clause-3.

### **Assistance To Bidders**

- 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.
- Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

### **Bid Submission**

The entire bid-submission would be online process through ETS. Broad outline of submissions are as follows:

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (Envelope-II of the Tender Document)

### **1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER**

The Bidder shall submit following document offline in separate sealed envelopes also.

1. Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”
2. Original of EMD in the form as mentioned in NIT and Original Solvency Certificate issued by the bank.

### **1.4 MINIMUM REQUIREMENTS AT BIDDER'S END**

Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s) / GEM Portal registration

## **2 INSTRUCTIONS TO BIDDER**

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

- a) The Schedule of Quantity is given in **Annexure-A**. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. 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 submitting the tender.
- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) 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.
- v. 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.  
The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
- vi. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- viii. 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.
- ix. 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
- x. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

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

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.

2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD in the form of Bank Guarantee is mentioned is **Annexure I**.
6. The bank details of WAPCOS Limited for submission of EMD are as follows:  
Account Number – 193502000000405  
A/c Holder – WAPCOS Limited  
Bank Name – Indian Overseas Bank  
Branch name: NHB, Gurugram  
IFSC code: IOBA0001935

#### **Forfeiture of EMD**

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

#### **4 COST OF BIDDING**

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

#### **5 LANGUAGE OF BID**

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

#### **6 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees only.

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

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

**For & on behalf of WAPCOS Ltd**

**SECTION- II**  
**SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS**

**1.0 SITE VISIT**

Intending Bidder(s) are necessarily required to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

The Scope of work of project in this Section shall include in accordance with Detailed Technical Specifications of all the works.

**2.0 PRE-BID MEETING**

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 5 days of tender submission date as mentioned in NIT.

**3.0 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION**

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

The Technical Bid shall be uploaded **with properly readable colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any of the following document not uploaded/submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected.**

Minimum qualifying criteria / Format of Check List				
S.N.	Particular of Document	Yes	No	Page Nos. From-to
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD as mentioned in NIT in original of the firm			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head of the firm			
d)	Yearly financial Turnover and <b>Audited Balance Sheet for Last 5 (Five) years</b> ending on the financial year 2022-23 duly certified by Chartered Accountant with UDIN No. of the firm			
	<ul style="list-style-type: none"> <li>The bidder should not have incurred any financial loss (profit after tax should be positive) in more than 2 years during the last 5 years ending 2022-23. Certificate shall be duly audited and Attested by the Chartered Accountant (<b>Form-A</b>) along with UDIN Number.</li> </ul>			
	<ul style="list-style-type: none"> <li>Turnover: Average annual financial turnover of the firm should be at least 50% of the estimated tendered value in <b>last 3 consecutive financial years ending 2022-23</b>. This should be duly audited by the Chartered Accountant doing Statutory Audit (<b>Form-A</b>). Turnover &amp; profit/loss certificate/form must carry UDIN.</li> </ul>			
	<ul style="list-style-type: none"> <li>Full Balance Sheet and Profit &amp; loss Statement of Bidder should be verified by Chartered Accountant</li> </ul>			

e)	<p>The bidder (as single entity or JV Partner) should have completed similar type of project in last 7 Financial Years ending previous day of last date of submission of tender for Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU in India.</p> <p><b>Eligibility Criteria:</b></p> <p>a) The value of the work of one similar work of <b>80% of estimated tendered value</b> during the last 7 years.</p> <p style="text-align: center;">or</p> <p>b) The value of the work of two similar works of <b>50% of estimated tendered value</b> during the last 7 years.</p> <p style="text-align: center;">or</p> <p>c) The value of the work of three similar works of <b>40% of the estimated tendered Value</b> during the last 7 years.</p> <p><b>Projects carried out in India and outside India shall be considered for evaluation.</b></p> <p><b>Note:</b></p> <p>1. Similar works shall mean work carried out such as <b>“Project Management Consultancy /conditional assessment Services or Preparation of DPR in in logistics infrastructure / Ports/ Jetties/ Fish landing Centre/ Fishing Harbor etc.”</b>. The “Completed work” refer to substantially (at least 90%) completed work of the amount (Out of total work allotted) required as per relevant qualification criteria. The bidder shall submit Experience Certificate(s) mentioning name, nature of work(s), value(s) of the job(s) awarded, work completed value, along with LOI(s)/ W.O(s) from respective Owner(s)/Client(s) duly signed by authority/client. <b>(Form-B)</b>.</p> <p>2. In case the bidder claiming the JV experience, the JV Agreement/ Documentary evidence showing the JV share is to be submitted.</p> <p>3. In case multiple works are undertaken in a single rate contract, all such works may be clubbed together within the same agreement to claim experience.</p> <p>The value of similar works will 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 of the work to the last date of submission of bids.</p>			
f)	Bidders shall have a NABL Accredited material testing laboratory.			
g)	<p>The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit <b>Solvency certificate</b> with details of Financial Status i.e. Name of the Banker &amp; Current Solvency (<b>i.e. the Solvency certificate shall be dated after the date of publication of Tender</b>) from the Banker for a sum of at least <b>40% of the tender cost</b> in <b>Original from any nationalized /scheduled commercial bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-J)</b>.</p> <p>(To be Submitted by Lead Bidder in case of JV)</p>			
h)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm. <b>(Form-C)</b> .			
i)	Copy of P.F. and PAN Number.			
j)	<b>Goods and Service Tax (GST):</b> Bidders should submit the valid GST registration certificate, which are mandatory, as per Govt. of India notification regarding GST.			

k)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof. <b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.			
l)	Bidder should not be blacklisted/ debarred by any government/ semi government department. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D).</b>			
m)	No Deviation Certificate in prescribed format in Bidder's Letter Head <b>(Form-F).</b>			
n)	Agreement to execute the Integrity Pact <b>(Form-G).</b>			
o)	Bidder shall submit Information on litigation history in bidder Letter Head <b>(Form-H).</b>			
p)	Understanding of the project & Detailed methodology proposed for this project.			
q)	The bidder is required to submit the names and bio- data of all the technical personnel proposed to be deployed for this work together with the estimated man-month effort expected to be contributed by each person. <b>(Form-I).</b> Further, all the personnel proposed to be deployed for this assignment must be on roll of the company.			
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be signed & stamped by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited.			

**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 of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

#### NOTES:

**Bidders who full fill the above requirements shall only be qualified for technical evaluation.**

Non-fulfilment of any of the above requirements by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

#### OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- 1 All the documents, mentioned in "Section-II: Selection and Qualifying Criteria" in Para 3: Qualifying Criteria for Technical Bid with checklist & page numbering in** separate sealed envelope clearly labeled as "TECHNICAL BID" for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 2 Originals of EMD and Solvency Certificate in** separate sealed envelope clearly labeled as "EMD AND SOLVENCY" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

**NOTE: All above two envelopes shall be submitted in one single envelope clearly labeled as “Technical Qualification Documents for Offline Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.**

**The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected & will not be considered for further evaluation of tender documents.**

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

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document.

The Financial Bid is to be quoted in Percentage (inclusive of GST) of the Project Cost of Works as mentioned in the **Annexure-B: Bill of Quantities and Schedule of Prices.**

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, taxes (including applicable GST) if any applicable as per Govt. terms, shall be paid by the Bidder. **The applicable Goods and Services Tax (GST) shall be included in the quoted cost to Bidder.**

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The applicable Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”. The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The quoted rates/amounts shall be deemed to be firm throughout the project till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract.

The contract may be extended, according to the direction of Project Authority, in this case also, the rate quoted by the bidder remains firm and no escalation shall be applicable for extension. Therefore, it is advised to Agency to quote the Percentage rate accordingly.

**Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.**

The financial proposal is to be filled by bidder in the Form Annexure-B of Tender Document. After that, same filled Annexure-B, will be uploaded by bidder at the submission of Financial/Price Bid.

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

The financial bids of the technically qualified bidders shall be opened at the notified date & time by email.

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

#### **6.0 JOINT VENTURE**

Joint Ventures / Associations are allowed upto maximum 2 partners i.e. 1 Lead Member +1 JV Partner. The Bidder applying as JV shall submit a Joint Venture Agreement on Rs. 500/- stamp paper clearly mentioning Roles and responsibility of each JV partner. However, the Lead Partner shall be responsible for all contractual responsibilities toward the Engineer-In-Charge for performance of Contract.

#### **7.0 BID PRICES**

7.1 The bidder shall fill in rates and prices for all the items of the schedule of works. The rates should be **inclusive of all applicable taxes & duties, if any, and also inclusive of applicable GST.**

7.2 The quoted price shall include, but not be limited to, the following activities:

- All the survey works in the field, office work, including preparation of maps/ drawings/ sketches to the scales and extent indicated in the letter of acceptance, provision of skilled personnel, provision and maintenance of instruments and accessories, carry forward of temporary bench marks, stay at the project site, TA & DA of employees, provision of suitable labour etc;

- **GEM Transaction Charges as per latest GEM Revenue Policy shall be Payable by the user directly to GeM for Acceptance of Work Order.**
  - Restricting or stopping traffic of persons and vehicles near instruments or in sightlines during instrument observations.
  - Taking all necessary safety precautions;
  - Clearing sight lines by removal of bushes and scrub.
  - Access to the project site
  - Making of temporary paths for movement of equipment's etc.
  - Any stoppage of works due to any unforeseen reason.
- 7.3 **The Percentage rate should include all taxes & duties, calibration, insurance, transportation etc. (including applicable GST) and nothing extra will be paid over and above the contract price as specified in Annexure-A/B.**
- 7.4 Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the State Government and the Government of India or any subdivision thereof or any tax authority therein upon the contractor (Successful bidder to whom the work is awarded by WAPCOS) and his staff, shall be paid and/ or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
- 7.5 Any conditional bid shall be rejected.

#### 8.0 **BID VALIDITY**

The offer(s) submitted by the bidder shall be valid for a period of 90 (Ninety) days from the date of opening of the quotations.

#### 9.0 **BID OPENING**

Bid opening date & venue are mentioned in Bid Data Sheet. The bidders can send their representatives, if they desire so as to attend the bid opening.

### 10.0 **EVALUATION & SELECTION CRITERIA**

#### 10.1 **TECHNICAL**

The first stage of technical evaluation will be based on clause 3.0: Qualifying criteria. The agencies qualifying under clause 3.0 above are only considered for further technical evaluation. Technical Evaluation of the bids would be carried out on broad parameters as given below:

The evaluation of the tender shall depend upon the technical strength of the Bidder, the qualification & experience of the staff deployed, the turnover of the company, the nature of the projects executed of the similar type etc. The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will be **70 points or more** on 100-point scale. The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation.

S. No.	Criteria	Max. Marks
A	<b>Firm's Financial Strength (Average Annual Turnover of last 3 Yrs. ending FY 2022-23.)</b> <ul style="list-style-type: none"> <li>• Upto Twice the Minimum Turnover Criteria: 5 Marks</li> <li>• More than Twice the Minimum Turnover Criteria: 10 Marks</li> </ul>	<b>10 Marks</b>
B	<b>Firm's Experience in Project Management Consultancy Services for like conditional assessment of / logistics infrastructure / Ports Jetty/Fish Landing Centre/ Fishing Harbors, ports in the last 7 years having project cost of:</b>	<b>25 Marks</b>

	<ul style="list-style-type: none"> <li>From 150-250cr– 15 marks</li> <li>More than 300cr-500Cr - 25 marks</li> </ul>	
C	<b>Firm's Curriculum Vitae of Key Personnel's</b>	<b>35 Marks</b>
C.1	<ul style="list-style-type: none"> <li><b>Team Leader: 10 Marks Each</b> <ul style="list-style-type: none"> <li>a) Graduation in Civil engineering- 2 Marks Post Graduate in similar field- 4 Marks Doctorate in similar field-5 marks</li> <li>b) Min. Experience of 10 Years- 3 Marks Additional 1 Marks for each 2 Years' experience upto max. 2 Marks.</li> </ul> </li> </ul>	<b>10 Marks</b>
C.2	<ul style="list-style-type: none"> <li><b>Fisheries Specialist: 15 Marks</b> <ul style="list-style-type: none"> <li>a) Graduation in similar field - 5 Marks Post Graduate in similar field – 7 Marks Doctorate in similar field- 10 Marks</li> <li>b) Min. Experience of 10 Years- 3 Marks Additional 1 Marks for each 2 Years' experience upto max. 2 Marks.</li> </ul> </li> </ul>	<b>15 Marks</b>
C.3	<ul style="list-style-type: none"> <li><b>Structural Engineer- 10 Marks</b> <ul style="list-style-type: none"> <li>a) Post Graduate in Structural Engineering - 5 Marks</li> <li>b) Min. Experience in Designing of Marine Structures of 7 Years- 3 Marks Additional 1 Marks for each 2 Years' experience up to max. 2 Marks.</li> </ul> </li> </ul>	<b>10 Marks</b>
D	<b>Understanding of Scope of work, Approach, Methodology &amp; work Plan.</b> <ul style="list-style-type: none"> <li>a) Understanding the Region, Scope of work-</li> <li>b) Approach &amp; Methodology including Team Deployment Plan-</li> <li>c) Work Plan-</li> </ul>	<b>20 Marks</b>
E	Presentation on Approach, Company Capabilities, Assignment through Innovative Methods, Manpower Availability, Transfer of Knowledge etc.	<b>10 Marks</b>
	<b>Total</b>	<b>100 Marks</b>

**WAPCOS reserves the right to reject the Bid under any of the following circumstances:**

- Submitted the application after the response deadline;
- Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- Submitted an application that is not accompanied by required documentation or is non-responsive;
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- Bid is incomplete and/ or not accompanied by all required documents;
- Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- The Qualifications and Experience of the Bidder are not met by the Bidder;
- Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

**Shortfall Documents**

WAPCOS may ask the Bidder for submission of additional documents, if required on GEM Portal. These documents shall not be relating to Original data submitted by bidder / submission of EMD/Solvency Certificate. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

**Right to Accept/ Reject the Bid**

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TIA



reserves the right to reject incomplete or incorrect bids.

## 10.2 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

## SELECTION CRITERIA – FINANCIAL

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.
- The work will be awarded to L1 bidder accordingly.
- If the financial bids of lowest two bidders are equal, then the tender will be treated as cancelled and shall be re-tendered as per the WAPCOS rules.

## 11.0 AWARD OF WORK

- 11.1 The work (contract) will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and would be on **Least Cost Basis** i.e. the bidder quoting the lowest financial bid would be awarded the work.
- 11.2 The total time period of the contract shall be 18 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued by the client from time to time.
- 11.3 Notwithstanding clause 11.1 as above the employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of the employer action.

## 12.0 TERMS AND CONDITIONS

- 12.1 Time of Completion: The total time period of the contract shall be 18 months from the date of signing of the contract. However, the contract may be extended for a period of twelve (12) months or further as per the need of the Mission on mutual consent and on same terms and conditions of the Contract Agreement. Also it may be extended as per the client requirement on the same terms & conditions. The time duration for each scheme shall be considered as per the scheme wise work orders issued by the client from time to time.
- 12.2 The bidder shall mobilize the required manpower as mentioned in the ToR / Scope of Work within 5 days from issue of Letter of Award.
- 12.3 The required machineries are to be deployed at Project Site as per the project requirements within 5 days from issue of Letter of Award.
- 12.4 Time for completion is the essence of the contract and no relaxation of any account shall be entertained. Progress of work shall be monitored on weekly basis.
- 12.5 **The Bidder upon award of work shall open one office in Goa and depute their required staff on site for carrying out the works. The presence of Team Leader & Fisheries Expert full time in Goa is mandatory and other staff as per the work and client/WAPCOS requirements.**
- 12.6 The bidder shall provide the vehicle to the WAPCOS Officials for inspection/ visit of sites.
- 12.7 The bidder shall submit the reports/maps in hard copies as well as soft copies in scanned as well as editable formats.

12.8 It shall be the Agency’s responsibility to procure, collect any data required from any department for carrying out the works. The charges for data if any, shall be paid by the Agency only.

**13.0 A) PERFORMANCE SECURITY**

- 13.1 **A performance security guarantees of 3% of the total value of contract shall be submitted by the Bidder (successful bidder) within 15 working days on award of the works in the form of Bank guarantee in the specified format.**
- 13.2 Successful tenderer shall unconditionally accept the LOA/LOI within 3 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.
- 13.3 Performance guarantee may be furnished in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser’s interest in all respects.
- 13.4 Performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including operation and / or maintenance and defect liability period, if any or one month from the date of release of final payment whichever is later. Since there may be separate timelines for completion for separate work orders to be issued from time to time, the validity period of each PBG shall be specified accordingly.

The Bank Guarantee (Performance BG or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

**Indian Overseas Bank  
 NHB Gurugram, Branch Code: 1935  
 IFSC Code: IOBA0001935  
 Beneficiary: WAPCOS Limited”**

**Acknowledgement Number so generated may be provided along with the BG’s.**

The Performance Guarantee shall be refunded to the Agency after 60 days of the successful completion of all activities as per the scope of the work.

**B) SECURITY DEPOSIT**

Security Deposit of 5% (Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

**14.0 VARIATION**

It may be noted that the Schemes has been given in the schedule / ToR / Scope of Work has been estimated as realistically as possible. However, the works/schemes/projects may be increased or decreased depending upon the work orders received from the client from time to time.

No change in the quoted rate shall be allowed due to changes in the quantities of works / No. of Schemes / Project Cost, actually executed and the quantities given in the schedule of works.

However, any variation is restricted to the variation clause applicable to WAPCOS as per the Main Agreement with the client.

**15.0 PHASING OF PAYMENT**

The Consultant will be paid approved percentage of Project cost as total fee against the assignment/services delivered to the client. The client shall be under obligation to pay the said total fees against each project in the following manner:

- a) The consultant payment will be made as per the breakup of payment is given below.

Sr. No.	Name of activity	Breakup of Payment of total Consultant Rates
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<b>1</b>	Preparation and Submission of Detailed Project Report and Approval from Fisheries Dept. (i.e. Acceptance of DPR by Fisheries Department and forwarding to State/ Centre/ other funding Agency for approval) along with application/report for CRZ/ EIA Clearances or any other statutory clearances as per requirement.	50%
<b>2</b>	Submission of Final Detailed Project Report and Detailed Drawings, Technical specifications after its final approval from State & Centre or any other funding Agency including Statuary approvals and Clearances.	50%
	<b>TOTAL</b>	<b>100%</b>

### 1. Payment condition of the final Payment

The final payment shall be made only after the final report have been submitted by the Consultant and approved as Satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services.

### 2. Transportation:

The bidder shall provide the vehicles in the Project Area as per the requirement of Client/WAPCOS depending on the schemes spread over area in order to complete the project related activities.

#### Note:

1. GST payment will be made after submission of proof/ challan and form 3B, if applicable.
2. Taxes as applicable shall be deducted at source as per GOI norms.
3. Number of copies (Hard and Soft) submitted by the bidder as required by the client and one final approved copy shall be submitted to WAPCOS.

### Back-to-Back payment clause:

“The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between Directorate of Fisheries, Goa i.e. Principal Employer/Client and Associate/Sub-consultant/Sub-Contractor. Thus the Associate/Sub consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from Directorate of Fisheries, Goa i.e Principal Employer/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from Principal Client, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties”.

## 16.0 PROGRAMME

The contractor shall furnish within five days of the LOA full particular of his programme of field/ home office activity proposed for execution of the contract.

### 16.1 Agency Superintendence and Obligations:

The Agency shall intimate the employer within 3 (three) days the name of the authorized person, who will be responsible for field activity and day to day interaction with the employers authorized representative for field activity.

The contractor shall remain fully responsible for the accuracy and relevancy of all field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

### 16.2 Insurance

The bidder shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the bidder, the bidder shall pay compensation to the victims.

**16.3** The bidder shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favourable than those required by law.

**16.4** In case, any delay occurs due to local hindrance the bidder shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The bidder shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

**16.5** The bidder shall submit weekly progress report to EIC. The bidder shall equip their site in charge with mobile phone with internet facility to facilitate communication and control over work progress.

**16.6** No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of investigations shall be entertained by WAPCOS at any stage.

#### **17.0 OTHER TERMS AND CONDITIONS**

- i) The Bidder will strictly comply with all the provisions of the Forest Conservation Act 1980. Under no circumstances any tree should be cut or destroyed in the vicinity of the project area.
- ii) The agency has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- iii) The Bidder shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take following insurances at your own cost.
  - Third party liability insurance.
  - Worker's compensation insurance in respect of bidder's personnel.
  - Any other insurance for public & bidder's personnel in accordance with the relevant provisions of the applicable land.
- iv) The agency shall comply with the provisions of the following acts:
  - Contract labour (Regulation & Abolition) Act 1970
  - Employees Provident Fund Act, 1952
  - Minimum Wages Act, 1948 (Amended)
  - Employer's Liability Act, 1938 (Amended)
  - Industrial Employment Act, 1946 (Amended)
  - Personnel Injuries (Compensation Insurance) Act, 1963 (Amended)
- v) The Bidder shall not employ any labourer below 18 years.

#### **18.0 ARBITRATION**

“Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism.

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.

- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/ Sub-Consultant/ Sub-Bidder and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/ Agreement/ Work Order/ Arrangement between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f) 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 award or 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.
- g) 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”.

## **19.0 LIQUIDITY DAMAGES**

- 19.1 If the bidder fails to complete the various job assigned to him as per the scope of the work in the given time mentioned under progress Schedule he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 0.5% per week or such smaller amount as may be fixed by accepting authority on the contract value subjected to a maximum of 10%. The amount of compensation may be adjusted or set off against any sum payable to the bidder under this or any other contract with the Client.
- 19.2 The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Bidder defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Bidder will render himself liable to action as provided above.

## **20.0 FORCE MAJEURE**

Force Majeure is herein defined as any cause, which is beyond the control of the Agency or WAPCOS/Client as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural Phenomenon, including but not limited to floods, droughts earthquakes and epidemics/ Pandemics (i.e. Covid-19 etc.).
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days form occurrence of such a cause, notifies the other in writing of such cause. The Agency or WAPCOS/Client shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/his/her obligations resulting from any force majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing five days of the occurrence of such event. The WAPCOS/Client will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the consultant

in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

## **21.0 Termination of Contract and payment upon Termination**

### **21.1 Termination of Agreement for failure to commence Services:**

If the Agency does not commence the Services within the 7 days period after award of the works, WAPCOS may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void. If the services of the Agency are not found satisfactory, the Contract can be terminated without citing any reason & set the work done at the risk and cost of the Bidder.

### **21.2 Payment upon Termination**

Upon termination of this Agreement WAPCOS shall make the only payments to the Agency corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from the Agency to WAPCOS). No payment whatsoever for incomplete stage of work shall be made to Agency.

## **22.0 Blacklisting policy**

Bidder should not be blacklisted/ debarred by any government /semi government department/ PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

**“The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at Form-D. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work.”**

## **23.0 Make in India**

### **Public Procurement (Preference to Make in India)**

The bidder must comply with Order Nos. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments thereon. The details available on ministry website.

Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

In cases of procurement for a value in excess of ₹10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No.45021/2/2017PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017. The salient features of the aforesaid Order are as under:

The Order is applicable for procurement by Ministry / Department / attached / subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

The margin of purchase preference shall be 20%. 'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Ministry of Electronics and Information Technology is the Nodal Ministry for implementation of the Electronic Product Notifications issued in furtherance of PPP-MII Order 2017.

Classes of Local Suppliers based on local content as per the revised PPP-MII Order dated 04.06.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) are as under:

- Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than Rs. 200 crore.

#### **24.0 Provision as per Rule 144(xi) of GFR**

F.NO.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division 161, North Block, New Delhi 23rd July, 2020 Office Memorandum Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

***Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.***

The order available on the Ministry of Finance Department of Expenditure Public Procurement Division website.

#### **25.0 Penalty Clause**

- 25.1 The Client may conduct independent quality monitoring and checking of works inspected by the Bidder. If such checks or otherwise disclose that the works inspected by the Bidder do not meet the specified requirement, the employers will not pay the WAPCOS fees for the affected portion and the same amount would not pay the Bidder. In addition, the Bidder will incur a penalty equal to 10% of fee payable and shall not be entitled for payment of fee for any re-inspection.
- 25.2 If the service of a team member provided by the Bidder is not acceptable to the Client Department, the Bidder shall immediately replace the team member on request of Client Department / WAPCOS. If the Bidder fails to quickly replace a team member as instructed by the Employer and also if Bidder fails to deploy required personnel as per the TOR the deduction shall be made from the monthly running bill payable to the Bidder equal to: Monthly rates for Key Experts and Non-Key Experts submitted by the Bidder and agreed with Client. However, if the Bidder fails to deploy the requisite personnel or replace any member as instructed, the Bidder shall be liable for action for termination of Contract or blacklisting.
- 25.3 The penalty shall be imposed on the bidder if it is imposed by the Client on WAPCOS due to the delay in completion of works or above related reasons. The amount of the penalty would be same as imposed by the client on WAPCOS (not on proportionate basis)

## 26.0 TERMS OF REFERENCE

Directorate of Fisheries has its Head Office at Panaji. It provides Infrastructural facilities, deals with the Registration of Fishing vessel, fishing canoes/Fishing crafts, fishing nets etc. The Directorate also implements various developmental as well as welfare schemes for the upliftment of the Fishermen and the fishing industry in Goa State.

The Directorate has a Fisheries extension wing, consisting of Fisheries Officers and Fisheries Surveyors attached to the Block Development offices of Tiswadi, Bardez, Salcete, Murmugao, Ponda, Pernem and Canacona and sub office at Colva, Salcete – Goa.

The Directorate is running a Fishermen Training Centre and Estuarine Fish Farm at Ela Dhauji, Old Goa, Fresh Water Fish Seed Farm at Anjunem.

### Aims & Goals

- Increase the fish production in the State.
- Welfare of the fishermen.
- Manage and conserve the fisheries resources.
- Develop infrastructure facilities for Inland and Marine Fisheries.
- Develop storage and marketing infrastructure.
- Enact the MFR Act 1980 and its Rules 1981 and 1982.
- Impart training to fishermen and fish farmers.
- Develop Aquaculture in the State.

In the state of Goa, Directorate of Fisheries is implementing various projects and central/ state government infrastructure and welfare schemes for achievement of listed aims and goals. Pradhan Mantri Matsya Sampada Yojana (PMMSY) is one such scheme of Government of India launched by Ministry of Fisheries, Animal Husbandry and Dairying, Department of Fisheries.

The PMMSY is designed to address critical gaps in fish production and productivity, quality, technology, post-harvest infrastructure and management, modernisation and strengthening of value chain, traceability, establishing a robust fisheries management framework and fishers' welfare.

The PMMSY is an umbrella scheme with two separate Components namely:

- (a) Central Sector Scheme (CS) and
- (b) Centrally Sponsored Scheme (CSS). The Centrally Sponsored Scheme (CSS) Component is further segregated into Non-beneficiary oriented and beneficiary orientated subcomponents/ activities under the following three broad heads:
  - (i) Enhancement of Production and Productivity
  - (ii) Infrastructure and Post-harvest Management
  - (iii) Fisheries Management and Regulatory Framework

**Besides PMMSY, Department is also implementing various State Government schemes and provides various infrastructural facilities to the fishermen in the State. The detailed Scope of work shall be as follows:**

### A. Planning Stage

1. To prepare the Action Plans/ Details of the Identified Projects under PMMSY and other State Scheme.
2. Coordination with all concerned stakeholders and submission of physical and financial progress reports to the concerned State Programme Unit/State government/central Government as the case may be at the specified intervals



3. Assisting in preparation of project report in respect of Fisheries Infrastructure Development such as Landing Centres, Ramps, Net Mending sheds, Fish Markets etc.
4. Assist and prepare the project report for the beneficiary and the Department towards Fisheries Infrastructure Development Fund (FIDF)
5. Preparation of presentations, concept notes and prepare an action plan for implementing various improvements suggested over the duration of the assignment
6. Preparation of templates and formats for data representation.
7. Assist department in collecting data from district and regional offices from time to time.
8. Assist in coordination with NFDB, other state departments and other stake holders for implementation of the schemes and projects.
9. Site Visits & Reconnaissance Survey.

**B. Pre-Tender Activities**

1. Preparation of Preliminary Report for approval of Department for the Schemes allotted by the Department/ Fisheries.
2. Survey (Topographical, Bathymetry, Hydrographical etc.) and Field Investigations like Soil Investigation, Geological etc.
3. Preparation of Detailed Project Report DPR, Vision Document, Annual Plan and assisting the States for preparation of 5 years' prospective plan, annual plans, District Fisheries Plans etc.
4. Preparation of various reports and conducting studies such as Techno- Economic feasibility report, Environment impact Assessment studies, Preparation of required documents for Environment/CRZ Clearance, Hydrographic and topographic studies, various Model Studies etc.
5. Preparation of Detailed Project Report including Detailed Design & Layout Drawings as per PMMSY or other State Govt. schemes including Suggesting Funding Sources, mode of executions, identification of PPP Model or other revenue generation model. The agency shall also identify the benefit given to Fisherman in the DPR.
6. Detailed Cost Estimates & BOQ based on SoR & Market rate analysis for Non-SoR Items.
7. Submission of Detailed Cost Estimates (SOR & Market rate analysis for Non-SOR Items), Tender Specifications and Tender Drawings.
8. Obtaining necessary approvals for project proposal/DPR from concerned State/Central Govt. Body for further technical sanction.
9. Obtain necessary permissions required for approval of DPR from concerned State/Central Govt. Body like NFDB, CICEF etc. for further technical and Administrative sanction.
10. **Environmental/ Coastal Regulatory Zone Clearance Requirement:** The bidder shall carry out in-depth study of all the project assigned to them by WAPCOS for seeking Clearance / recommendation under Coastal Regulation Zone (CRZ) including Submission of all the required documents like
  - a. Form-I,
  - b. Rapid EIA Report including marine and terrestrial component,
  - c. Comprehensive EIA with cumulative studies for projects in the stretches,
  - d. Disaster Management Report, Risk Assessment Report and Management Plan,

- e. CRZ map indicating HTL and LTL demarcated by one of the authorized agencies as indicated in para 2) in 1:4000 scale;
- f. Project layout superimposed on the above map indicated at (e) above
- g. The CRZ map normally covering 7km radius around the project site.
- h. The CRZ map indicating the CRZ-I, II, III and IV areas including other notified ecologically sensitive areas and medium eroding by MoEF&CC based on scientific studies
- i. Mathematical Modelling Studies.

11. Preparation of detailed tender Specifications and Tender Drawings for selection of vendors for various activities of PMMSY and other State scheme.

12. Submission of Good for construction Drawings for execution of works.

13. Any other role and responsibilities assigned by the Department of Fisheries, Government of Goa and also by Department of Fisheries, Government of India.

### 34.0 Mobilization / Replacement of Staff

The Bidder will be responsible for deployment / withdrawal of staff / additional staff or efficient and complete checks / certification. Client may instruct for increase / decrease in deployment of staff as required during the contract. The CV's of key personnel shall be included in the proposal along with documentary proof of qualification and experience, their written consent and availability. Format of CV's of the team members are to be submitted to WAPCOS in the format annexure along with TOR.

Only under exceptional circumstances and with prior approval of Competent Authority, key staff team member will be allowed to be replaced. Any such request for replacement shall be raised by giving proper justification of the need of replacement. Penalty imposed by the client due to non-availability of any expert at site shall be imposed on the bidder. The penalty amount would be the same as imposed by the client on WAPCOS.

The CVs of following Key personnel are required to be submitted along with the tender.

S. No.	Key Personnel	Qualifications
1	<b>Team Leader</b>	<ul style="list-style-type: none"> <li>• Graduation in Civil Engineering.</li> <li>• 10 years of total experience in large Programme/ Preparation of Detailed Project Reports for Infrastructure projects assignments out of which at least 5 years' experience in in Fisheries/jetty conditional assessment.</li> </ul>
2	<b>Fisheries Specialist</b>	<ul style="list-style-type: none"> <li>• Graduation in Fisheries/Marine structures or relevant sector</li> <li>• 07 years of total experience in relevant field Experience in large Programme/Project Management Consultancy assignments for Government and its agencies in Fisheries Sector</li> <li>• Experience in Preparation of Detailed Project Report for Fisheries related Projects like</li> </ul>
3	<b>Structural Engineer</b>	<ul style="list-style-type: none"> <li>• Post-Graduation in Civil Engineering/ Structural Engineering</li> <li>• 07 years of total Experience in large Programme/ Project Management Consultancy assignments for Government and its agencies in Buildings/ Marine Infrastructure</li> </ul>
4	<b>Mathematical &amp; Hydraulic Modeling Expert-</b>	<ul style="list-style-type: none"> <li>• Post-Graduation in Civil Engineering/ Structural Engineering</li> <li>• At least 5 year's of experience in Mathematical &amp; Hydraulic Modelling of Infrastructure projects, Dredging, Jetties etc.</li> </ul>
5	<b>Environmental Expert</b>	<ul style="list-style-type: none"> <li>• Post-Graduation in Environmental Science/ Engineering</li> <li>• Environmental expert with min 10 years' experience in preparation of CRZ/ EIA reports etc.</li> </ul>

6	<b>Sr. Architect</b>	<ul style="list-style-type: none"> <li>• Graduation in Architecture with registration with Council of Architecture.</li> <li>• At least 10Years Experience in Architectural Planning, Design of Buildings etc.</li> </ul>
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### 35. REPORTS

S. No.	Description of Items	Corresponding time frame (months)
1	Project Inception Report and Project Deployment Plan	7 days from Letter of Award
2	Preliminary Project Report for approval of State/ Centre	10 Days from Letter of Award
3	Draft Detailed Project Report for approval of State/ Centre	1.5 Month from Letter of Award
4	Application for CRZ & EIA Reports & other clearances	3 Months from Letter of Award
5	Final Detailed Project Report and obtaining all the AA & TS, Permission etc.	3.5 Months from Signing of Contract

Note: The timeline shall be reckoned from the Date of award of various individual projects to the agency by WAPCOS.

### 36.0 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agency who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's anti- fraud and corruption policy.

The Agency shall not publish/ use the content of the report/ document in fully or partially prepared under this contract without seeking the permission of WAPCOS. The Agency shall not claim the experience of the Assignment for Business purposes without seeking the permission of WAPCOS in writing during the period of the Assignment.

### 37.0 Responsibility for Accuracy of Project Documents:

- The Agency shall be wholly responsible for accuracy of the data collected by them directly or produced from other agencies/ authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. They shall indemnify the Authority against any inaccuracy in the work that might surface during implementation of the projects. The Consultant will responsible for all the correction at their own cost and risks, the drawings, including survey/investigations and correcting layouts etc if required during the execution of the services.
- The Agency shall be fully responsible for all accuracy of designs and drawings of all the components involved in the projects and fully checked by the Senior Engineer after completion of drawings & designs.
- All the designs, drawings, reports and other documents etc. prepared by Agency shall be signed by its Team Leader and the concerned specialist.

### 38.0 Accidents or Injury to Workmen

- WAPCOS shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Agency or any sub-Agency. The Agency shall indemnify and keep indemnified

WAPCOS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- On the occurrence of accident arising out of the Works which result in death, or which is so serious as to be likely to result in death, the Agency shall, within twenty-four hours of such accident, report in writing to the Engineer-in-Charge and other statutory bodies of the Government the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the Works involving injuries to persons or damage to property other than that of the Agency shall be promptly reported to the Engineer-in-Charge and other statutory bodies of the Government stating clearly and in sufficient details of the facts and circumstances of the accidents and the action taken. In all cases the Agency shall indemnify WAPCOS against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by WAPCOS as a consequence of failure to give notice or failure to conform to the provisions of any Act in regard to such accidents.

### **39.0 Insurances**

- A. The Agency shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Agency, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Agency shall have insured against the liability in respect of such persons in such manner that WAPCOS is indemnified under the policy, but the Agency shall require such sub-Agency to produce to the Engineer-in-Charge or the Engineer-in-Charge's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.
- B. The Agency shall take out the following insurances in the name of WAPCOS limited & client if required by the client:
  - 1) Professional liability insurance, with a minimum coverage of 100% of contract value;
  - 2) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];
  - 3) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];
  - 4) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
  - 5) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

### **41.0 Other General conditions of contract**

- 1) The entire work shall be carried strictly as per specifications and workmanship The entire work shall be carried strictly as per specifications and workmanship manner and as per standard practice.
- 2) Any damage to the Existing property will be made good at Agency risk and cost.
- 3) Agency will make his own arrangements for travel, accommodation and boarding for his workmen at work place.
- 4) WAPCOS will not be held responsible for payment of any compensation to the Manpower/ Resources engaged by Bidder. Bidder will pay all compensations etc. including accident compensations due to his Manpower/ Resources.
- 5) Selected Agency has to follow the working hours, working days and Holidays of Government of Goa. However, resource shall be available on a holiday if so, is required by Client. No extra payments will be made for working on extended hours Saturdays/ Sundays/Holidays to meet the committed/required time

schedules.

- 6) The Agency shall follow all safety rules and security procedure that are in force during execution of work & comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments as the case may be that may apply to his case. And if necessary get himself duly registered as require by the said acts, statutes, rules, regulations etc.
- 7) The Project cost Mentioned in the Tender is Tentative which can be change during the execution by the Principal Client. WAPCOS upon receipt of List of works from Directorate of Fisheries shall assign schemes to the Agency to provide the services as per ToR. WAPCOS may consider to stop allotting the scheme to the Agency in case of the poor performance and non- satisfactory services.
- 8) The Employers reserves the right to delete/ substitute any number schemes from the list as per requirement of Principal Client. No change in the quoted percentage shall be acceptable on account of this.
- 9) Any other charges incurred by Agency but not payable as per this work order, will not be paid / reimbursed. All the liabilities of the work requirement of Principal Client under the scope as per Main Agreement of WAPCOS with the client shall lies be with the Agency.
- 10) Agency to quote the rates including all Manpower, office, Transportation, etc. and any other taxes & levies including applicable GST.
- 11) The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity including Diesel.
- 12) The Payment shall be strictly made to the agency on Back to Back basis i.e. after receipt of payment from Principal Client to WAPCOS in accordance to the Payment Schedule mentioned in the tender document.
- 13) The Employer reserves the right to terminate the agency at any time after award of work in case of any faulty/ non-satisfactory services/ non-deployment of resources within given Mobilization Period/ complaint from Principal Client.
- 14) In case of any penalty imposed upon WAPCOS from the Principal Client due to faulty services of the Selected agency, the same shall be recovered from the Agency.
- 15) The whole cost of complying with the provisions of the Contract shall be included in the quoted price.
- 16) The method of measurement of completed work for payment shall be in accordance with the standard practice and requirement as stated in the relevant section of the condition of the contract.

**SECTION III**

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**FORMS**

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**LETTER OF TRANSMITTAL**  
**(on Bidder Original Letter Head)**

To  
**Additional Chief Engineer**  
INFS-1 Division, WAPCOS Limited,  
Gurgaon

**Sub: Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa**

NIT No: -

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: \_\_\_\_\_ as per your advertisement.
- ii) We are submitting this tender as Sole Bidder or in Joint Venture with M/s \_\_\_\_\_. (*Define Lead & JV Partner*).
- iii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iv) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- v) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- vi) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

**Date:**

**Place:**

**Name and seal of Bidder**

**FORM-A  
FINANCIAL INFORMATION**

**[To be submitted on Original Letter Head of Bidder or Original Letter Head of CA]**

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

Years	Gross Annual turnover	Profit/Loss (After Tax)
2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		

Unique Document Identification Number (UDIN) .....

**Signature of Chartered Accountant (with Seal)**

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

**Note:** (i) *The CA Signed and Stamped Certificate is to be submitted along with UDIN No.*  
(ii) *Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2022-2023 duly certified by Chartered Accountant should be attached.*



## FORM - B

**STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED**  
**DURING THE LAST 7 YEARS OR PRESENT FINANCIAL YEAR**

Sr. No.	Name of Client	Name of Project	Location (State)	Project Cost in Cr.	Consultancy Fees in Rs. Cr.	Start Date	Completion/ Expected Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

**NOTE:**

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2) Certificate from client for the above information should be attached with the offer.

**Assignment/ Project Details**

<b>Assignment name:</b>	<b>Total Consultancy Fees excluding Taxes:</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name Address, Email Id &amp; Contact number of Client:</b>	<b>Total No. of staff-months of the assignment:</b>
	<b>Total Consultancy Fee excluding Taxes Received from Client till Date:</b>
<b>Start date (month/year): Completion date (month/year):</b>	<b>No. of professional staff-months provided by associated Consultants:</b>
<b>Name of associated Consultants, if any: Nil</b>	<b>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):</b>
<b>Brief description of Project:</b>	
<b>Scope of services rendered by the consulting firm :</b>	

**FORM - C STRUCTURE & ORGANISATION**

<b>No.</b>	<b>Particulars</b>	<b>Details Submitted by Bidder</b>	
<b>1.</b>	Name of the bidder		
<b>2.</b>	Registered office Address		
<b>3.</b>	Contact Details, Telephone, Email address		
<b>4.</b>	Year of Establishment		
<b>5.</b>	Office Address with Contact Details, Telephone, Email address		
<b>6.</b>	Nature of Company Proprietorship/ Partnership/ Private Ltd./ Limited etc.		
<b>7.</b>	Name of the Director /Partners /Proprietor		
<b>8.</b>	Firm turn over for last 5 years i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023		
<b>9.</b>	Firm net worth for last 5 years i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023		
<b>10.</b>	Details of Authorized Signatory & Address of Communication  Name: Designation: Email id: Mobile Number & Office No.: Address:-		
		Lead Bidder	JV Partner
<b>11.</b>	Has the bidder, or any constituent partner in case of Partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.		
<b>12.</b>	Any other information considered necessary but not Included in above.		
<b>13.</b>	NSIC & MSME Registration Details		
<b>14.</b>	Copy of PAN Card		
<b>15.</b>	Copy of GSTIN Registration Certificate		

**Signature of Bidder(s)**

**FORM-D**

**FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH  
REGARD TO BLACKLISTING/NON-DEBARMENT, BY CONTRACTING AGENCY**

**UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT  
(To be submitted for Both Members in case of Joint Venture)**

**Name of Work: Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support  
for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)**

**Ref: Tender No.....Dated.....**

To

**Additional Chief Engineer**  
INFS-1 Division, WAPCOS Limited,  
Gurgaon

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

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

**FORM-E**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**

-Deleted-

**Description of Approach, Methodology for Performing the Assignment/Job**

The Bidder should submit the Approach & Methodology as per following:-

1. Understanding of the Assignment and scope of the work
2. Approach, Methodology for performing the assignment, equipment's & Team Deployment Plan, Strategy to work within Time Bound Period.
3. Work Plan

**FORM-F**  
**FORMAT FOR NO DEVIATION CERTIFICATE**  
**[To be submitted on Bidder's Original Letter Head]**

To  
**Additional Chief Engineer**  
INFS-1 Division, WAPCOS Limited,  
Gurgaon

**Subject: No Deviation Certificate for Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)**

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

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

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

Yours faithfully,

Date:

Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-G**  
**FORMAT FOR INTEGRITY PACT**  
**[To be submitted on Bidder's Original Letter Head]**

To,  
WAPCOS Limited  
76-C, Sector-18,  
**Gurugram – 122015, Haryana**

**Sub: Integrity Pact for “Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)”**

Dear Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I**.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature, name and designation of the  
Authorized signatory)

Date:

Place:

**Name and seal of Bidder**



**INTEGRITY AGREEMENT**

**[To be submitted on Stamp paper of At least Rs.100 or on Bidder's Original Letter Head]**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

**BETWEEN**

WAPCOS Limited, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND** ..... (Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the.....)(Details of duly authorized signatory)

**"Bidder/Agency"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**PREAMBLE**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)** hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Agency(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Agency(s)**

- (1) It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Agency(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Agency(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in attender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Agency(s) will not directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Agency(s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s) / Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the agency shall have powers to disqualify the Bidder(s) / Agency(s) from the Tender process or terminate/determine the

Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Agency.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Agency's/Sub-agency's**

- (1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agency's.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

- (1) This Pact begins when both the parties have legally signed it. It expires for the Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

#### **Article 7: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium

members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of  
Principal/Owner)  
.....  
... (For and on behalf of  
Bidder/Agency) WITNESSES:

1.....  
(signature, name and address)

2.  
.....  
... (signature, name and  
address)

Place:

Dated :

**FORM-H**  
**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**  
**[To be submitted on Bidder's Original Letter Head and should be notarized]**

To  
**Additional Chief Engineer**  
INFS-1 Division, WAPCOS Limited,  
Gurgaon

**Subject: Litigation History, Liquidated Damages, Disqualification for “ Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa**

It is hereby declared that our firm (Name of firm with address-----) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

(Signature, name and  
designation of the  
Authorized signatory)

Date:

Place:

**Name and seal of Bidder**

**LITIGATION HISTORTY**

**Subject:** Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2023 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

## 3. Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer.

- a) i) Has the Bidder consistent history of Litigation.....Yes/No  
ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, ..... Yes/No  
ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 5 years...Yes/No  
ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 5 years...Yes/No  
ii) (If yes, give details, including present status:
- e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre- Qualification of bidder will be summarily rejected.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM I****DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA\***

<b>S. No</b>	<b>Position</b>	<b>Propose Name</b>	<b>Educational Qualification</b>	<b>Total Experience in Years</b>
<b>1</b>	<b>Team Leader</b>			
<b>2</b>	<b>Fisheries Specialist</b>			
<b>3</b>	<b>Structural Engineer</b>			
<b>4</b>	<b>Sr. Architect</b>			
<b>5</b>	<b>Surveyor</b>			
<b>6</b>	<b>Geotechnical Engineer</b>			
<b>7</b>	<b>MEP Engineer</b>			
<b>8</b>	<b>IT Specialist</b>			

\* Bio-Data to be provided as per following format for Sr. 1 to 4 for Evaluation purposes and shall not be allowed to be replaced of awarded the work.

**FORMAT OF RESUME OF PROPOSED PERSONNEL**

The bidder shall provide all the information requested below:

1.	<b>Proposed Position:</b>				
2.	<b>Name of Firm</b>				
	<b>Name of Staff:</b>				
3.	<b>Date of Birth:</b>				
4.	<b>Nationality:</b>				
5.	<b>Education:</b>	<i>(Degree, Specialization, Name of College/ University, Year of Pass out)</i>			
6.	<b>Membership of Professional Associations:</b>				
7.	<b>Other Training:</b>				
8.	<b>Countries of Work Experience:</b>	India			
9..	<b>Languages</b>	<b>Languages</b>	<b>Speak</b>	<b>Read</b>	<b>Write</b>
10.	<b>Employment Record:</b>				
<b>Sr. No.</b>	<b>Date</b>		<b>Employer</b>	<b>Position Held</b>	
	<b>From</b>	<b>To</b>			
11.	<b>Detailed Tasks Assigned</b>				
<b>16. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>					
	<b>Name of project</b>	:			
	<b>Year (From-To)</b>	:			
	<b>Client</b>	:			
	<b>Main project features</b>	:			
	<b>Position Held</b>	:			
	<b>Activities performed</b>	:			
	<b>Name of project</b>	:			
	<b>Year (From-To)</b>	:			
	<b>Client</b>	:			
	<b>Main project features</b>	:			
	<b>Position Held</b>	:			
	<b>Activities performed</b>	:			
<b>13. Certification:</b>					
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged					
Name of Key Personnel : _____					
Name of Authorized representative of Firm : _____					
[Signature of staff member or authorized representative of the staff]					
Date:					
Place: _____ Seal of the firm					



**FORM - J**  
**Form of Banker's Certificate from a Scheduled Bank (Solvency)**  
**(in sealed cover addressed to Authority)**

To  
**Additional Chief Engineer**  
INFS-1 Division, WAPCOS Limited,  
Gurgaon

Name of the work: **Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa**

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....having registered address ....., a customer of our bank, is/are respectable and can be treated as reliable and solvent 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.

This certificate is issued on the request of Shri/Smt/M/S ..... for tendering process being invited by WAPCOS.

(Signature)

For the Bank  
(Name & Designation of POA number of the bank official)  
Email:

**Note:**

1. Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.
2. The date of certificate shall not be older than initial date of publication of tender.

**SECTION – V FINANCIAL BID**

**ANNEXURE – A**

**(On Letter Head of Bidder- (To be uploaded along with Technical Bid )  
Form of Quotation**

To,

**Additional Chief Engineer**

**INFS-1 Division,**

WAPCOS Limited

76-C, Institutional Area, Sector – 18, Gurgaon

**Email:** iwrn@wapcos.co.in,

**Contact No.** +91-124-2399225

**Subject: - Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa (2<sup>nd</sup> Call)**

Reference: \_\_\_\_\_(NIT Number)

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid work as described in the NIT Document, in conformity with the Scope of works and terms and condition as specified in the document.

I/We the undersigned, declare that the price Quoted Online in BoQ will remain valid for 90 (Ninety) days from the date of submission of bid. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any Bid you may receive. Signed this \_\_\_\_ day  
\_\_\_\_\_2024

Signature and seal of bidder or Authorized representative

Name of firm :

Address of firm :

Telephone No :

Fax No. :

E-mail

## ANNEXURE– B

## BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE

*(On Letter Head of Bidder-  
(Signed PDF to be uploaded under Financial Breakup on GEM Portal only)*

Notice No: \_\_\_\_\_ dated.....

Name of the Bidder: \_\_\_\_\_

S. NO.	Name of Scheme	Estimated Project cost including GST	Quoted Fees Excluding GST (in %)	Quoted Total Price Excluding GST (in Rs.)	Quoted Total Price including 18% GST (in Rs.)
(1)	(2)	(3)	(4)	3x4=(5)	(6)
1	Hiring of Agency for Providing Manpower, Infrastructure, Logistics & Technical Support for Various works under Fisheries Department in Goa (2 <sup>nd</sup> Call)	INR 200 Crores			

## Note:

- A) **The Quoted Price including GST in Column No. (6) shall be quoted on GEM Portal.**
- B) The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor/agency as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.
- C) The Project cost is based on the Tentative List of Schemes given in the tender which can be change during the execution by the Principal Client. The Employers reserves the right to delete/ substitute any number schemes from the list as per requirement of Principal Client. No change in the quoted percentage shall be acceptable on account of this.
- D) The Calculated Percentage based on quoted price shall remain fixed and the actual fees shall be calculated on the percentage of the Actual Cost of work awarded by the client from time to time.
- E) The cost shall include all the liabilities towards providing the services by the agency for satisfaction of Principal client/ WAPCOS.
- F) Payment will be made strictly based on the Payment schedule given in the document and on Back to Back basis after receipt of payment from Principal Client only.

Date:

Place:

**Signature of bidder  
Name and Stamp**