

Tender Document

For

Selection of Agency to Carry out EIA Studies, Obtaining the Necessary CRZ & Environment Clearances from Concerned/Statutory Authorities and Mathematical & Hydraulic Modelling Studies for the Various Projects under Department of Fisheries, Goa (2nd Call).

WAP/INFS-I/GOA/2025/08

Date: 30.09.2025



**WAPCOS Limited
76-C, Institutional Area, Sector-18,
Gurugram, Haryana-122015, India**

September 2025

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NOTICE INVITING TENDER (NIT)

BID DATA SHEET

NOTICE INVITING e-TENDER (NIT) / (E-Procurement System) on GEM Portal

Notice No: WAP/INFS-I/GOA/2025/8

Dated 30.09.2025

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	:	Selection of Agency to Carry out EIA Studies, Obtaining the Necessary CRZ & Environment Clearances from Concerned/Statutory Authorities and Mathematical & Hydraulic Modelling Studies for the Various Projects under Department of Fisheries, Goa (2nd Call)
2.	Site / Location	:	At Various locations in Goa State as mentioned in the Tender
3.	Website for viewing tender	:	www.wapcos.co.in and GEM Portal (https://gem.gov.in/)
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	GEM Portal (https://gem.gov.in/)
5.	Estimated Project Cost	:	Rs. 360 Crores (Approx)
6.	Estimated Cost (Details given in scope of work)	:	Rs. 3,38,80,000.00/- (excluding GST) Rs. 3,99,78,400.00/- (including GST)
7.	Cost of Tender Document / Processing Fee	:	NIL
8.	Earnest Money Deposit (EMD)	:	Rs. 6,77,600.00/- shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from scheduled/ nationalized/ commercial banks, safeguarding the purchaser's interest in all respects in favour of “WAPCOS Limited” payable at New Delhi / Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.
9.	Performance Bank Guarantee	:	3% of Total Contract Value
10.	Project Completion Period	:	12 months from the Date of Award of work
11.	Validity of Bid/Tender	:	120 Days from Bid Opening date
12.	JV/Consortium	:	Not Allowed
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) latest by 5 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 hours of Last date of online submission mentioned on 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	:	Chief Engineer (L-I) INFS-I Division WAPCOS Limited Room No. A11, 76-C, Institutional Area, Sector-18, Gurugram, Haryana-122015, India Email: iworm@wapcos.co.in

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, Goa 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/>).

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 strictly not allowed.
- 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**

Chief Engineer (L-I)

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, then 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:

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

S. No.	Module	Link for Training Module
8	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

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.

WAPCOS will reply to only those queries which are received before the scheduled time and which are essentially required for submission of bids. WAPCOS 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, WAPCOS 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. WAPCOS 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 **Annexure-A: 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.

- ✓ Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”
- ✓ 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)

The Earnest Money Deposit **as mentioned in NIT and shall also be submitted** in physical form in favor of WAPCOS Ltd payable at Gurugram.

The EMD may be accepted only in the following forms:

- **Demand Draft of a Scheduled Bank.**
- **Fixed Deposit Receipt (FDR) of a Scheduled Bank in the name of WAPCOS Ltd.**
- **Bank Guarantee from Nationalized/ Scheduled Commercial Bank**

A part of earnest money is acceptable in the form of bank guarantee (in the specified format) also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank as per the format mentioned in the tender (Appendix-I). The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of SIX MONTHS or more from the date of submission of the tender.

The EMD of unsuccessful tenderer(s) will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted. EMD shall not carry any interest.

If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- ii. Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- iii. The successful Tenderer shall not accept the LOI within 15 (Fifteen) days from receipt of the same. If failed, the EMD shall be forfeited and the award of work may be liable to be cancelled.

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.

7 ANNEXURES

The successful Bidder shall submit the following documents and follow the guidelines as per **“Section of Annexures”** mentioned in tender document.

Annexure- I	:-	BANK GUARANTEE FORMAT FOR EMD
Annexure- II	:-	PERFORMANCE SECURITY

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
Chief Engineer (L-I)**

SECTION- II

SELECTION AND QUALIFYING CRITERIA & GENERAL CONDITIONS

1.0 SITE VISIT

Intending Bidder(s) are advised 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.

Format of Check List				
S.N.	Particular of Document	Yes	No	Page Nos. From-to
a)	Authorization Letter for signing & submission of 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			
c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head			
d)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2023-2024 duly certified by Chartered Accountant.			

	<ul style="list-style-type: none"> 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 2023-2024. Certificate shall be duly audited and Attested by the Chartered Accountant (Form-A) along with UDIN Number. 			
	<ul style="list-style-type: none"> Turnover: Average annual financial turnover should be at least Rs. 1,69,40,000/- in last 3 consecutive financial years ending 2023-2024. This should be duly audited by the Chartered Accountant doing Statutory Audit (Form-A). Turnover & profit/loss certificate/form must carry UDIN. 			
	<ul style="list-style-type: none"> Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant. 			
e)	<p>The bidder 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/Private Client (Form B).</p> <p>Eligibility Criteria:</p> <p>a) One similar work having project cost of minimum 80% of Rs. 360 Crore i.e. Rs. 288 Crore</p> <p>or</p> <p>b) Two similar works having project cost of minimum 50% of Rs. 360 Crore i.e. Rs. 180 Crore</p> <p>or</p> <p>c) Three similar works having project cost of minimum 40% Rs. 360 Crore i.e. Rs. 144 Crore</p> <p>Projects carried out should be in India only.</p> <p>Note:</p> <p>Similar works shall mean work carried out such as EIA Studies/Obtaining Environmental Clearances from Concerned Authority for Government Project Only under Clients such as Central Govt. of India/ UT Govt./any State Government/ Organization/ PSU/Private Client.</p> <p>a) The “Completed project” refer to fully completed work of the amount 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), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/ W.O(s) from respective Owner(s)/Client(s) duly signed by authority. (Form-B).</p> <p>b) These works should be carried out in India only under a single contract.</p>			

	c) The TDS/ 26AS certificate/Bank Statements shall be submitted in case of work done for Clients other than Central Govt. of India/ UT Govt./any State Government/PSU (i.e. for private client etc)			
f)	The bidder should be Accredited with QCI-NABET Certification for EIA Studies/Reports in Ports & Harbour and Jetty/Dredging Sectors. The bidder shall submit the Certificate issue from NABET in this regard.			
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-C).			
h)	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. (Form-D).			
i)	Letter of understanding the project site on bidder's Letter Head (Form-E).			
j)	No Deviation Certificate in prescribed format in Bidder's Letter Head (Form-F).			
k)	Agreement to execute the Integrity Pact (Form-G).			
l)	Bidder shall submit Information on litigation history in bidder Letter Head (Form-H).			
m)	<p>The bidder is required to submit the CVs of the following technical personnel (Form-I).</p> <ol style="list-style-type: none"> 1) EIA Coordinator 2) Hydraulic Modelling Expert 3) Environmental Expert 4) Ecology & Bio Diversity Expert 5) Marine/Geology Expert 6) Social Expert <p>Note:</p> <ol style="list-style-type: none"> 1) Proof of Education Qualification is required to be submitted along with CV 2) All the personnel proposed to be deployed for this assignment must be on roll of the company. 			
n)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency (i.e. the Solvency certificate shall be dated after the date of publication of Tender) from the Banker for a sum of at least Rs. 1,35,52,000/- in Original from any nationalized /scheduled bank and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-J)			
o)	Copy of P.F and PAN Number.			
p)	Goods and Service Tax (GST): Bidders should submit the valid GST registration certificate, which are			

	mandatory, as per Govt. of India notification regarding GST.			
q)	<p>The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation.</p> <p>Joint Ventures / Consortium / Associations are strictly not accepted.</p> <p>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.</p> <p>NOTE: 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.</p>			
r)	Understanding of the project & Conceptual Plans			
s)	<p>Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed (use scanned signature) 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. (Do Not Submit with the document of Offline Submission)</p>			

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 Originals of EMD instrument in sealed envelope clearly labeled as "EMD" for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 2 Complete Technical Bid in 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.

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 as per the format given in NIT & as per the e-GEM portal format.

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on DSR & applicable Cost Index or Goa SOR provisions and Non-scheduled items as per the standard practice. 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 (except GST) if any applicable as per Govt. terms, shall be paid by the Contractor/Agency. **The Goods and Services Tax (GST) shall be paid to the agency as per prevailing GOI norms.**

It is mandatory for bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor/Agency 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/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.

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 contractor/agency to quote the 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 excel file attached in e-tenders portal. After that, same filled excel file, will be uploaded by bidder at the submission of Financial/Price Bid.

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

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 Venture / Consortium / Associations are strictly not accepted/ allowed.

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 and 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 for accepting the work order as per latest GEM Revenue policy
- 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 rate should include all taxes & duties, calibration, insurance, transportation etc. and nothing extra will be paid over and above the contract price as specified in Annexure-A.**

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/agency (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 120 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/agency(s) whose basic qualification criteria is meeting as per clause 3.0 above and whose weightage in technical evaluation criteria will be **75 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.	Evaluation Criteria	Max. Marks
1	The bidder 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/ PSUs/Private Clients As per above Eligibility Criteria 3e: <ul style="list-style-type: none">• For minimum eligibility criteria – 15 marks• For twice the minimum eligibility criteria or more – 20 marks• In between (i) & (ii) - on pro-rata basis	20
2	The bidder should have an experience in Carrying out EIA Studies and Environmental/CRZ Clearances in the State of Goa (Form-B). The bidder shall submit the Work Order/Agreement from the Client in this regard. 1 - 2 projects – 2 marks More than 2 projects – 5 mark	5
3	Bidders' average turnover for last three consecutive financial years ending FY 2024-25: - <ul style="list-style-type: none">• Rs. 1.69 Cr to Rs. 3.38 Crore - 15 marks• Rs. 3.39 Crore to 5.07 Crore - 25 marks	25
4	C.V.s of personnel: The Bidder shall provide the CVs of the Experts as follows: 1) EIA Coordinator (5 marks)- <ul style="list-style-type: none">a) Education Qualification (40%)<ul style="list-style-type: none">(i) Graduation in Ecology and Environment- 60 % Marks(ii) Post-Graduation in Environmental - 100% Marksb) Professional Experience (40%)<ul style="list-style-type: none">(i) Minimum 10 Years- 60 % Marks(ii) More than 15 Years. - 100% Marksc) QCI-NABET Accreditation (20%)	25

S. No.	Evaluation Criteria	Max. Marks
	<p>2) Hydraulic Modelling Expert (5 marks)-</p> <p>a) Education Qualification (50%)</p> <p>(i) Graduation in Civil Engineering- 60% Marks</p> <p>(ii) Post-Graduation in in Hydraulic Modelling-100% Marks</p> <p>b) Professional Experience (50%)</p> <p>(i) Minimum 10 Years- 60 % Marks</p> <p>(ii) More than 15 Years. - 100% Marks</p> <p>3) Environmental Expert (5 marks)-</p> <p>a) Education Qualification (50%)</p> <p>(i) Graduate in Civil/Environmental Engg- 60 % Marks</p> <p>(ii) Post Graduate in Environmental Engg/Planning.- 100% Marks</p> <p>b) Professional Experience (50%)</p> <p>(i) Minimum 10 Years- 60 % Marks</p> <p>(ii) More than 15 Years. - 100% Marks</p> <p>4) Ecology & Bio Diversity Expert (5 marks)-</p> <p>a) Education Qualification (50%)</p> <p>(i) Graduate in Civil Engineering - 60% Marks</p> <p>(ii) Post Graduate in Ecology/Environmental Science. - 100% Marks</p> <p>b) Professional Experience (50%)</p> <p>(i) Minimum 5 Years- 60 % Marks</p> <p>(ii) More than 10 Years. - 100% Marks</p> <p>5) Marine/Geology Expert (2.5 marks)-</p> <p>a) Education Qualification (50%)</p> <p>(i) Graduate in Civil Engineering- 60 % Marks</p> <p>(ii) Post Graduate in Geology/Marine Science. - 100% Marks</p> <p>b) Professional Experience (50%)</p> <p>(i) Minimum 5 Years- 60 % Marks</p> <p>(ii) More than 10 Years. - 100% Marks</p> <p>6) Social Expert (2.5 marks)-</p> <p>a) Education Qualification (50%)</p> <p>(i) Graduate in Social Work/ Sociology/related- 60 % Marks</p> <p>(ii) Post Graduate in Social Work/ Sociology - 100% Marks</p> <p>b) Professional Experience (50%)</p> <p>(i) Minimum 5 Years- 60 % Marks</p> <p>(ii) More than 10 Years. - 100% Marks</p>	
4	Approach & Methodology to execute the project works	25
	GRAND TOTAL	100

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

- I. Submitted the application after the response deadline;
- II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive;
- V. Failed to provide clarifications related thereto, when sought;
- VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VII. Bid is incomplete and/ or not accompanied by all required documents;
- VIII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- IX. The Qualifications and Experience of the Bidder are not met by the Bidder;
- X. 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 as per e-GEM portal procedures. 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.

- 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. The Estimated Cost of work may vary as per detailed design and site conditions.
- 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.
- The financial cost shall also include GEM Transaction Charges

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 **To complete the work in the time period of 12 months from the date of issue of work order including mobilization period. Agency has to mobilize sufficient team with equipment's to complete the work in time.** However, the duration of work shall be in commensurate to the duration of construction period. No extra financial implication shall be allowed on account of this.
- 11.3 Notwithstanding clause 11.1 as above WAPCOS 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 WAPCOS action.

12.0 TERMS AND CONDITIONS

- 12.1 **Time of Completion:** 12 Months from the date of award of work or in accordance with the requirements of the Client including the period of mobilization.
- 12.2 The bidder shall mobilize the required manpower as mentioned in the Clause 10.1 Point 5- C.V.s of personnel 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 contractor shall provide fully equipped office for Engineer- in-charge & site engineers/ client along with facility of 24 hours electric with Power Backup/Inverter, drinking water supply, sanitary, internet facilities, one inspection vehicle, office furniture – tables, chairs, almirah for storage of documents etc., desktop computers/laptop of latest version/configuration along with printers (for A4 & A3 both b/w & colored printing) with internet connection and any other miscellaneous requirement as directed by Engineer-in-charge for finalizing immediate technical solutions/decisions on the site, so that the work progress may not be hampered. Recovery from running account bills and final bill will be deducted, if above facilities are not provided at site.
- 12.6 The bidder shall submit the reports/maps in hard copies as well as soft copies in scanned

as well as editable formats.

13.0 A) PERFORMANCE SECURITY

- 13.1 A performance security guarantees of 3% of the total value of contract shall be payable by the Bidder (successful bidder) after the award of work.
- 13.2 Successful tenderer shall 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, Bank Guarantee from nationalized/ Scheduled commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects as per the format mentioned in e-Gem portal.
- 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.

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 Cost given in the schedule has been estimated project cost as realistically as possible, but any variation in the project cost/ number of Sites during the project execution stage arising may be incorporated, on prior approval of Engineer-in-charge of WAPCOS Limited and Client. No change in the quoted rate & converted Quoted Percentage shall be allowed due to changes in the Project cost of works actually executed and the quantities given in the schedule of works up to maximum of +25%. No Extra payment shall be made to Agency by WAPCOS on account of such additions and alterations as enumerated above, provided the item rate remains same.

The variation of quantities is applicable/ acceptable only after the approval & payment received by WAPCOS from the Client for the same.

15.0 PHASING OF PAYMENT

Item wise payments terms are as follow:

Item No: 1

Filing of Terms of Reference (ToR)/Application for Project Approval to the Goa Coastal Zone Management Authority (GCZMA) including preparation, submission, coordination, and facilitation of the approval process.

S. No.	Payment terms	% of the total quoted fees
1.	Filing of Terms of Reference (ToR)/Application for Project Approval	25%
2.	On Getting the ToR from Competent Authority	35%
3.	On Obtaining Approval/Clearance from Competent Authority	40%

Item No: 2

Preparation and submission of Environment Impact Assessment (EIA) Study report with collection of minimum one season data for EIA, Preparation of Costal Regulation Zone (CRZ) maps of project sites, Filing Application for clearance and technical presentations to Goa Coastal Zone Management Authority (GCZMA) and obtaining all necessary approval from State Environment Impact Assessment Authority (SEIAA) and other State/central authorised agencies etc complete.-

Rapid EIA

S. No.	Payment terms	% of the total quoted fees
1.	On Submission of Draft EIA Report.	15%
2.	On Submission of Final EIA Report.	25%
3.	On Submission of Presentation before GCZMA/ Competent Authority	20%
4.	On Obtaining Approval/Clearance from Competent Authority	40%

Item No: 3

Preparation and submission of Environment Impact Assessment (EIA) Study report with collection of minimum two season data for EIA, Preparation of Costal Regulation Zone (CRZ) maps of project sites, Filing Application for clearance and technical presentations to Goa Coastal Zone Management Authority (GCZMA), Additional baseline monitoring for comprehensive EIA for projects in eroding coast if recommended by GCZMA and obtaining all necessary approval from State Environment Impact Assessment Authority (SEIAA) other State/central authorised agencies etc complete. –

Comprehensive EIA

S. No.	Payment terms	% of the total quoted fees
1.	On Submission of Draft EIA Report.	15%
2.	On Submission of Final EIA Report.	25%
3.	On Submission of Presentation before GCZMA/ Competent	20%

S. No.	Payment terms	% of the total quoted fees
	Authority	
4.	On Obtaining Approval/Clearance from Competent Authority	40%

Item No: 4

Superimposition of the Project CRZ maps indicating the High Tide Line (HTL) and Low Tide Line (LTL), duly demarcated by one of the seven authorized agencies, along with the project layout plan, on a 1:5000 scale map (or as instructed by the Engineer-in-Charge), including all associated documentation, verification, submission and Payment of fee to the institute submission — complete in all respects.

S. No.	Payment terms	% of the total quoted fees
1.	Line (LTL), duly demarcated by one of the seven authorized agencies, along with the project layout plan, on a 1:5000 scale map (or as instructed by the Engineer-in-Charge), including all associated documentation, verification, submission and Payment of fee to the institute submission — complete in all respects.	100%

Item No: 5

Mathematical and Hydraulic Modelling Study for River Training Wall, carrying out data collection, 1D/2D/3D numerical modelling (using HEC-RAS / MIKE-21 / Delft3D or equivalent software) including calibration, validation, analysis and submission of reports with recommendations for design and alignment of river training walls and associated works, complete as per specifications and directions of the Engineer-in-Charge

S. No.	Payment terms	% of the total quoted fees
1.	On Submission of Draft Report.	15%
2.	On Submission of Final Report.	25%
3.	On Submission of Presentation before Competent Authority	20%
4.	On Obtaining Approval/Clearance from Competent Authority	40%

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 Govt. of Goa being 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 Govt. of Goa being 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 Govt. of Goa, 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/agency 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 Contractors/Agency's Superintendence and Obligations

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

The contractor/agency 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 WAPCOS site engineer. The bidder shall equip their site in charge with mobile phone 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.

16.7 Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Agency's or their Personnel or any Sub-consultant/sub-contractor/vendor or their Personnel for the period of consultancy.

16.8 Third Party liability insurance with minimum coverage, of Rs.10 lakhs for the period of consultancy.

- 16.9** Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.
- 16.10** Worker's compensation insurance in respect of the Personnel of the Agency and of any Sub-consultant/sub-contractor/vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 16.11** Insurance against loss or damage to
- Equipment purchased in whole or in a part with funds provided under this Contract.
 - The Agency's property used in the performance of the Services, and
 - Any documents prepared by the Agency in the performance of the Services.

17.0 OTHER TERMS AND CONDITIONS

- i) The Bidder/agency 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/agency 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

If the bidder fails to complete the job assigned to them 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 @ 1% 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.

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

- 20.1** 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.

20.2 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 agency 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 provided adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

20.3 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. The Agency if affected by an event of Force Majeure, shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. The Agency shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

20.4 During the period of Agency's inability to perform the Services as a result of an event of Force Majeure, the Agency shall not be entitled for any claim due to the expenditure/costs incurred during such Force Majeure period.

20.5 Any period within which an Agency shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, the extension of services/time of the Agency is subjected to the approval of extension of time from the Client only.

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 14 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 and in the event of such a declaration by either Party,

neither Party shall have any claim against the other Party with respect hereto.

21.2 Termination of Agreement after commencement of services:

The Agency shall be terminated, if:

- a) If the services & performance 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.
- b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of their Member becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Agency fails to comply with any final decision reached as a result of amicable settlement;
- d) If the Agency submit to the WAPCOS/Client a statement which has a material effect on the rights, obligations or interests of the WAPCOS/Client and which the Agency knows to be false;
- e) If, as a result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If WAPCOS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- g) If the Agency, in the judgement of the WAPCOS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency's (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

21.3 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) and payment against such deliverables is received from the Client by WAPCOS. No payment whatsoever for incomplete stage of work shall be made to Agency.

- 21.2** Upon Termination of the contract, the Letter of Award issued to the Agency and Agreement/MOU signed with the agency shall become invalid and the Agency shall not be eligible to participate in any tender with WAPCOS further.

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/agency 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 ₹10crores, 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

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 related reasons.

26.0 TERMS OF REFERENCE

SCOPE OF WORK

26.1 Introduction:

Fisheries sector in India plays a significant role in the Indian economy. The sector is regarded as a powerful income and employment generator and is emerging as a visible sector contributing towards employment generation in fishing, ancillary and allied activities. It has helped in sustaining the livelihoods of over 28 million people in India, particularly the marginalized and vulnerable communities, and has helped to encourage socioeconomic development and improve the socioeconomic status of the fishermen. The fishing industry has been designated a 'Sunrise Sector,' with an outstanding double-digit

average annual growth rate of 10.87% since 2014-15. Fishery also provides an important alternative source of cheap, abundant source of nutritious animal protein food and is one of the healthiest options for reducing hunger and nutrient deficiency thus playing an important role in the Food Security of the Country. Moreover, the fisheries sector has been instrumental in sustaining the livelihoods of vulnerable communities and has contributed towards socio-economic development of the fishing communities especially in the coastal areas.

Pradhan Mantri Matsya Sampada Yojana (PMMSY) is a flagship scheme of the Government of India that focuses on the sustainable development of the fisheries sector. The PMMSY is designated to address critical gaps in fish production and productivity, quality, technology, post-harvest infrastructure and management, modernization 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 sub-components/activities under the following three broad heads:

- Enhancement of Production and Productivity.
- Infrastructure and Postharvest Management.
- Fisheries Management and Regulatory Framework.

The PMMSY scheme is envisaged to uplift the fishermen community who are undergoing economic strains due to over rising cost and enable themselves to sustain their livelihood in the cost rising environment. Since the year 2020-21, under Pradhan Mantri Matsya Sampada Yojana an amount of Rs.4428.52 lakh has been released by GOI to the State of Goa to achieve Blue revolution through sustainable and responsible development of the fisheries sector. Over 290 beneficiaries benefited directly under the PMMSY scheme. Further, nearly 3500 people were insured under the Group Accident Insurance Scheme of PMMSY. The State Government has also undertaken the work of construction of a Fish Market at Margao for the benefit of the fishermen community. The Department is likely to build various infrastructures at different locations in Goa under the components of PMMSY.

26.2 Fishery & Goa

The rich diversity of resources and innovative developments in fishing technology has helped the State of Goa to become one of the leading producers of marine fish in the country while at the same time maintaining the self-sustaining food requirements of the state. The fishing industry has also stimulated the growth of a number of ancillary and allied activities. Thus, the fishery industry in Goa plays an important role in the economy of the state and provides livelihood. Further, with the initiation of commercial trawling in the waters of Goa, the State of Goa established a place for itself among the marine fish producing states in India. The marine fisheries sector includes the mechanized and traditional sector and above 75% of marine fish production comes from the mechanized sector and 25% from the traditional sector. Today, the marine fisheries sector of Goa has attained the status of a capital incentive industry. The fisheries sector of Goa contributes about 2.25% of the total GSDP (Gross State Domestic Product) for the State of Goa for

the year 2022-23.

Goa Fisheries: Salient features		
1.	Coastal length	104 kms.
2.	Inland waterways in Goa	250 kms.
3.	Inland water tanks (area)	100 Ha.
4.	No. of Fishing talukas	12
5.	No. of fishing villages	72
6.	Fish landing centers (Jetties)	7
7.	Fish landing centers (ramps)	28
8.	Fisheries Co-operative Societies/ Associations upto 2023	43
9.	Fisheries population upto 2016 (CMFRI CENSUS 2016)	12651
10.	Active Fisherman population upto 2016 (CMFRI CENSUS 2016)	2758
11.	No. of Mechanized Trawlers up to 2023 in operation	856
12.	No. of Motorized crafts registered upto 2023	1909
13.	No. of Non-motorized crafts registered upto 2023	318
14.	No. of registered nets upto 2023	3215
15.	Annual Fish landing (in m. tones) during 2023	
	Marine	133970
	Inland	6308
	(C) Total	140278
16.	Export of Marine Fish Products (in m. tones) 2022-2023 (P)	63333
	Value (in lakh Rs.) (P)	100761

The State of Goa has a vast potential for development of the Fisheries sector in the state. Large coastal areas and continental shelves along numerous bays, creeks make it an ideal place for fisheries. Besides the actual fishing process, many ancillary and subsidiary activities like marketing, drying, processing and small-scale vending also create livelihood for a significant section of the inhabitants. Considering the importance of the fishing industry in Goa, where fish constitutes one of the principal items of food for 95% of the total population in the State and a large segment of the Goan population depend upon fishing for their livelihood, the Government started paying attention to the development of the fishing industry after looking at the continuous growth and foreseeing the potential in this sector. The Government of Goa, has developed 7 major fish landing centres and 28 for ramps along the coastline of the state. The development of the infrastructure is part of the State Government's goal to increase fish production through capture/culture fisheries while at the same time managing/conserving the fisheries resources, and promoting welfare of the fishermen. It is to be noted that fish production during the last two years was nearly 20% more than year 2022, with major contribution from 3 jetties i.e. Cutbona, Malim and Vasco Jetty. However, the infrastructure facilities at the fish landing centres require major upgrades to boost fish production conditions. Activities such as maintenance dredging of river channels, repair and upgradation of

ramps/jetties, extension of jetties either temporary or permanent, floating pontoons, upgradation of infrastructure such as net mending sheds, provision for sanitation and hygiene facilities, toilet blocks, green energy infrastructure, auction sheds, security infrastructure, iceplants, markets, landscaping and land development, weather warning systems etc becomes a necessity to boost fish production. Hence, there is a requirement for expansion and upgradation of the existing fish landing centres, dredging etc. Foreseeing, the immense potential for development of Fisheries and providing focuses attention to the Fisheries Sector, the Government of India has approved the “Pradhan Mantri Matsya Sampada Yojana (PMMSY)”

Project sites for CRZ Clearance / EC/ EIA study

Sr. No.	Name of Site	Name of Work	Present Capacity of Jetty	Proposed Components	Clearance Required	ESIA Requirement	Procedure of CRZ Approval as per 29th Nov 2022 Circular by MOEFCC
1	Talpona Jetty	A) Maintenance Dredging at channel area of Talpona Jetty for Smooth Flow of Traffic	< 30,000 TPA	A. Dredging at Talpona Fishing Jetty- Dredging in Entrance channel up to jetty with grab including mobilization and demobilization of dredger and its ancillaries including disposing of Dredge Material delivery at designated locations	CRZ Clearance by GCZMA and Final Clearance by SEIAA as per CRZ Notification 2011 and 2019, 2022	ESIA will be required considering all the components	1. Application at GCZMA by PP 2.Recommendation by GCZMA 3. Application to SEIAA, Goa 4. Final Clearance by the SEIAA, Goa
		B) Transforming Talpona Fishing Jetty into an Eco-Friendly, Modern Integrated Fish Landing		B. Jetty Component- Landing jetty 280m 1. Fabrication, installation of concrete pontoon of for main jetty length 40 m x 6 m 2. Gangway Arrangement for floating jetty			
		C) Allied Infrastructure		C. Allied Infrastructure 1. Integrated Building (G+1) 2. Compound Wall with Gate (CPWD Plinth area Rates) 3. Diesel Petrol Pump -LS			
2	Malim Jetty	A) Maintenance Dredging at channel area of Malim Fishing Harbour/Jetty for Smooth Flow of Traffic	< 30,000 TPA	A. Dredging at Malim Jetty for concrete pontoon- Dredging in Entrance channel up to jetty with grab including mobilization and demobilization of dredger and its ancillaries including disposing of Dredge Material delivery at designated locations	CRZ Clearance by GCZMA and Final Clearance by SEIAA as per CRZ Notification 2011 and 2019,	ESIA will be required considering all the components	1. Application at GCZMA by PP 2.Recommendation by GCZMA 3. Application to SEIAA, Goa

Sr. No.	Name of Site	Name of Work	Present Capacity of Jetty	Proposed Components	Clearance Required	ESIA Requirement	Procedure of CRZ Approval as per 29 th Nov 2022 Circular by MOEFCC
		B) Upgradation of Malim Fishing Jetty into an Eco-Friendly, Modern Integrated Fish Landing		B. Jetty Component- Landing jetty 240 m X 6 m 1. Fabrication, installation of concrete pontoon of for main jetty length 240 m x 6 m including mooring chains, sinker arrangement and gangway 2. Gangway Arrangement for floating jetty. (48 x 4)	2022		4. Final Clearance by the SEIAA, Goa
		C) Allied Infrastructure		C. Allied Infrastructure 1. Material Recovery Facility -200 sqm 2. Fish Market -150 sqm			
3	Cutbona Jetty	A) Upgradation of Cutbona Fishing Jetty into An Eco-Friendly, Modern Integrated Fish Landing	< 30,000 TPA	A. Dredging below concrete pontoon B. Jetty Component- Landing jetty 80m X 6 m 1. Fabrication, installation of concrete pontoon of for main jetty length 80 m x 6 m 2. Gangway Arrangement for floating jetty. 3. Repair of Existing Jetty	CRZ Clearance by GCZMA and Environment Clearance as per EIA Notification 2006 and amendments by SEAC & SEIAA, Goa as per CRZ Notification 2011 and 2019, 2022	ESIA will be required considering all the components	1. TOR Application to SEIAA and TOR approval 2. Application at GCZMA by PP 2.Recommendation by GCZMA 3. Application to SEAC, Goa 4. Recommendation of SEAC 5. Final Clearance by the SEIAA
		B) River Training Wall at Sal River – 640 m					
		C) Allied Infrastructure		1. STP-40 KLD (L1 Quotation) 2. Sump -2 Lac Ltr 3. Cover over Jetty (12 m x 12 m) X 18 Nos			

Sr. No.	Name of Site	Name of Work	Present Capacity of Jetty	Proposed Components	Clearance Required	ESIA Requirement	Procedure of CRZ Approval as per 29 th Nov 2022 Circular by MOEFCC
				4. FLC Control Complex (G+1) 5. Net mending Shed and Office (G+1) 6. Solar Dryer Bed -Platform (10 m X 10 m) 7. Container Office (2 Nos - Capacity 6 Personal)- Lump Sum 8. Road Repair work - Lump Sum 9. Sitting Benches -Lump Sum 10. Toilet Block			
4	Chapora Jetty	A) Maintenance Dredging at channel area of Chapora Jetty Creek for Smooth Flow of Traffic B) Upgradation of Chapora Fishing Jetty into an Eco-Friendly, Modern Integrated Fish Landing Centre	< 30,000 TPA	Dredging at Chapora Jetty For concrete pontoon Dredging in Entrance channel up to jetty with grab including mobilization and demobilization of dredger and its ancillaries including disposing of Dredge Material delivery at designated locations 1. Rehabilitation of Existing Chapora 2. Jetty Component- Landing jetty 40 m X 6 m 3. Fabrication, installation of concrete pontoon of for main jetty length 40 m x 6 m including mooring chains, sinker arrangement and gangway 4. Gangway Arrangement for floating jetty.	CRZ Clearance by GCZMA and Final Clearance by SEIAA as per CRZ Notification 2011 and 2019, 2022	ESIA will be required considering all the components	1. Application at GCZMA by PP 2.Recommendation by GCZMA 3. Application to SEIAA, Goa 4. Final Clearance by the SEIAA, Goa

Sr. No.	Name of Site	Name of Work	Present Capacity of Jetty	Proposed Components	Clearance Required	ESIA Requirement	Procedure of CRZ Approval as per 29 th Nov 2022 Circular by MOEFCC
		C) Allied Infrastructure		1. FLC Control Complex (G+1) 2. Toilet Block 3. Entrance Gate - LS 4. Security Cabin (10 Sqm)-LS 5. Railing to Existing wall 6. Fuel Station Shed 6. Improvement /Reconstruction of Fish Retail facility 7. Resurfacing of Approach Road 8. Drainage Facility			
		D) River Training wall at Chapora - *DPR under Preparation Length about 1100 m					
5	Saleri Fishing Ramp	A) Integrated Modern Coastal Fishing Villages and Modernization / Up-gradation of existing Fishing Harbours/ Landing Centres for Cola/ Saleri Integrated Village B) Maintenance Dredging at channel area of Saleri Ramp	< 30,000 TPA	1. Dredging in Entrance channel up to jetty with grab including mobilization and demobilization of dredger and its	Standalone CRZ Clearance by GCZMA	ESIA will be required considering all the Dredging	1. Application at GCZMA by PP 2.Recommendation by GCZMA

Sr. No.	Name of Site	Name of Work	Present Capacity of Jetty	Proposed Components	Clearance Required	ESIA Requirement	Procedure of CRZ Approval as per 29 th Nov 2022 Circular by MOEFCC
		for Smooth Flow of Traffic		ancillaries including dispoing of Dredge Material delivery at designated locations			
6	Morjim Integrated village	Development of New FLC and Boat Shed at Morjim Site-	< 30,000 TPA				

- Locations of project may change and nos of Site can increase or decrease as directed by Engineer In-Charge/Client.

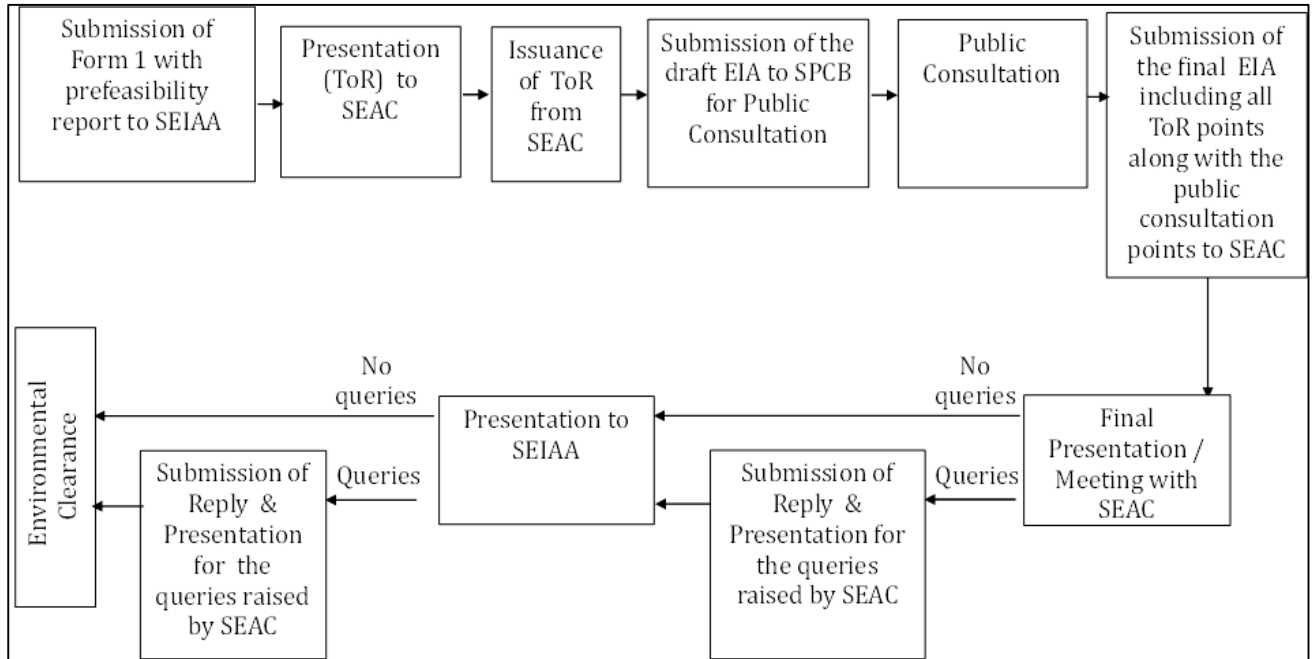
Other Applicable Clearances

Such development generally attracts two clearances from MoEF&CC namely, EIA Clearance under EIA Notification 2006 and CRZ Clearance under CRZ Notification 2011. Details are as follows.

As per Paragraph 2 of EIA Notification, Modernization or expansion of any activity scheduled in EIA Notification will attract fresh Environmental Clearance. Dredging and fish landing centers handling more than 30,000 MT are specifically scheduled in EIA Notification.

Schedule	Activity	Category A (at MoEF, New Delhi)	Category B (at SEIAA, State Level)	Conditions
7 (e)	Port, Harbors, Dredging, Breakwater	≥ 5 million TPA of cargo handling capacity (excluding fishing harbours)	< 5 million TPA of cargo handling capacity and/or fish landing centers ≥30,000 MT	General Condition shall apply 1. Capital Dredging inside and outside harbor is included 2. Maintenance dredging is exempt provided it formed part of the original proposal for which Environment Clearance is obtained

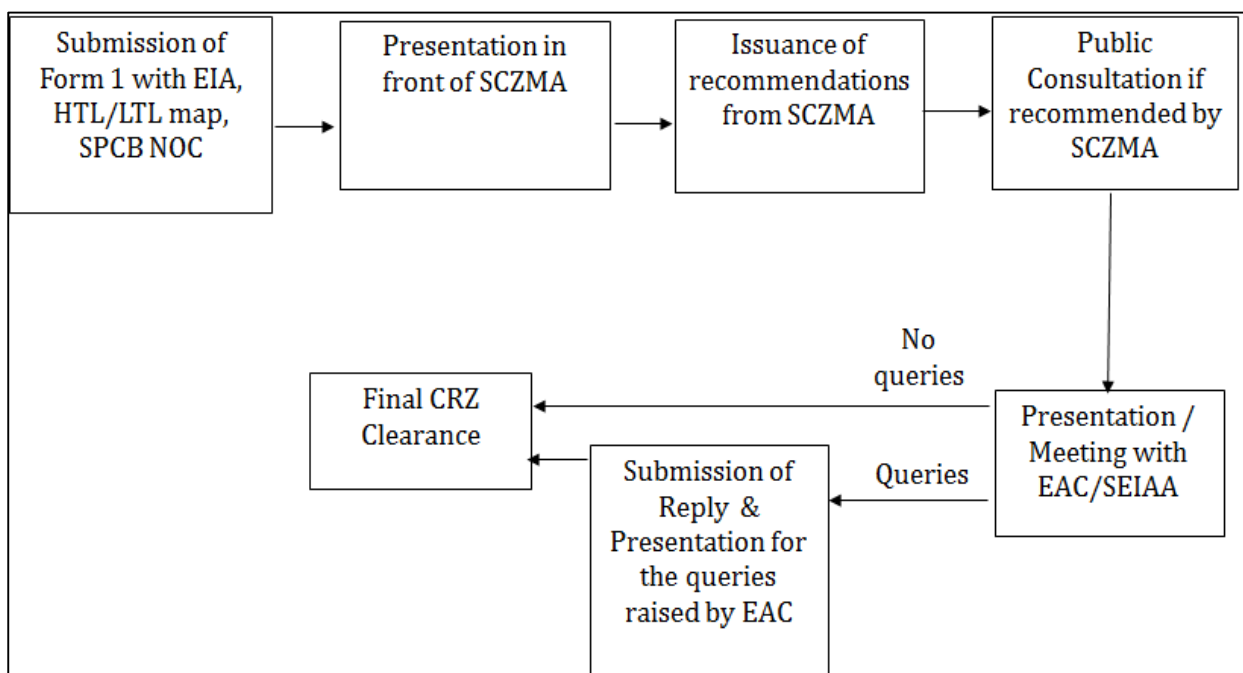
Process of Environmental Clearance



As per CRZ Notification 3 i (a), “those activities directly related to waterfront or directly needing foreshore facilities are permissible”.

Explanation: The expression “foreshore facilities” means those activities permissible under this notification and they require waterfront for their operations such as ports and harbours, jetties, quays, wharves, erosion control measures, breakwaters and the like.

Process of CRZ Clearance



SCOPE OF WORK & METHODOLOGY

Following scope of work is proposed for the development of Port which includes Marine and Terrestrial Baseline Monitoring, Impact Assessment, and Environment Management Plan based on standard Terms of References prescribed by MoEF&CC.

S.NO	Scope of work	Details/Methodology
1	Reconnaissance survey and secondary data collection	<ul style="list-style-type: none">• Carry out reconnaissance survey along with project proponent at site• Review of technical feasibility report and obtain relevant information on the proposed project
2	Submission of applications	<ul style="list-style-type: none">• Filling of relevant applications as per CRZ notification 2011 and submit the application to authorities
3	Marine Baseline Studies	<p>One season monitoring will be undertaken for the following parameters</p> <ul style="list-style-type: none">• Marine water samples will be analyzed for Salinity, temperature, pH, DO, BOD, TSS, Nutrients, Oil & grease, PHC, Chlorophyll a, Phytoplankton, zooplankton, Microbiology and Heavy metals• Marine sediment samples at 5 locations will be analyzed for organic Carbon, heavy metals and macrobenthos as per MOEF guidelines• Details of the primary production and fish catch will be established• Mapping of the ecologically sensitive flora and fauna within 10 km radius of the project area.
4	Terrestrial Baseline Studies	<p>One Season monitoring will be undertaken for following parameters</p> <ul style="list-style-type: none">• AAQ monitoring as per NAAQ standards• Noise monitoring as per MoEF guidelines• Soil monitoring as per MoEF guidelines

S.NO	Scope of work	Details/Methodology
		<ul style="list-style-type: none"> Ground and surface water samples as per IS 10500 Terrestrial Ecology within 10 km radius study area Socio-economic profile of study area
5	Collection of secondary data	<ul style="list-style-type: none"> Secondary data will be collected from Govt. departments, research papers, earlier EIA reports and other published sources
6	Impact prediction	<ul style="list-style-type: none"> Environmental Impacts during construction and operation phase Impacts of dredging Impacts on air quality Impacts on marine water quality Socioeconomic impacts Ecological impacts during construction and operational phases
7	Environmental Management Plan	<ul style="list-style-type: none"> Environmental monitoring program Mitigation plan for environmental impacts Need based CSR plan based on the primary and secondary socioeconomic data
8	Disaster Management Plan	<ul style="list-style-type: none"> On-Site Emergency Plan Organizational Chart will be prepared
9	Public Hearing	<ul style="list-style-type: none"> Technical support will be provided in public hearing Issues raised during public hearing will be incorporated in final report
10	Presentations and appraisal with relevant authorities	<ul style="list-style-type: none"> Technical presentations to GCZMA and SEIAA Attending the clarifications sought by the authorities
11	CRZ mapping	<ul style="list-style-type: none"> Consultant will hire MoEF authorized agency to conduct CRZ mapping.

S.NO	Scope of work	Details/Methodology
		<ul style="list-style-type: none"> Consultant will review CRZ map and suggest modifications if any
12	Consents from GPCB	<ul style="list-style-type: none"> Online application for Consent to establish

Scope of Work for CRZ Clearance

The scope of work for the proposed project is as follows:

- Meeting with client for complete understanding of the project
- List of project details required for CRZ process.
- Online registration of Project at GCZMA portal/ PARIVESH portal
- Prepare draft application and share with PP for approval. After approval, submit online CRZ application to online Portal
- Baseline data collection for various Environmental Parameters through MoEF/NABL approved laboratory
- Conduct Rapid Environment Impact Assessment Report (EIA) as per guideline of CRZ notification
- Interpretation of proposed impacts of project on surrounding environment
- Preparation of Environment Management Plan
- Prepare draft technical presentation for KCZMA and present in front of client & Concerned consultants for approval. After approval present/defend the case in front of GCZMA.
- Submission of query compliance of GCZMA (If any)
- Submission of GCZMA recommendations and EIA report to SEIAA/EAC
- Prepare technical presentation for SEIAA, present/defend the case in front of SEIAA/EAC
- Follow up for getting CRZ clearance as soon as possible

Scope of Work for Environment Clearance

- Meeting with client to understand the project
- ToR application in prescribed format of Form1, Form 1A, Summary of the project and draft share with client for approval.
- After approval from client, submit ToR application to PARIVESH.
- Prepare draft ToR presentation for SEAC/EAC and present in front of Client & concerned consultants for approval.
- Mathematical modelling and Hydraulic modelling as per requirement for clearance.
- Prepare final presentation for SEAC/EAC & present in front of SEAC/EAC.
- Carry out EIA study as per the standard ToR & additional ToR given by SEAC/EAC.

- Collection of Secondary data of various Environmental Parameters from 10km radius area from proposed project site.
- Interpretation & prediction of proposed impacts on Environment due to proposed development activity.
- Prepare Environment Management Plan with mitigation measures to reduce/minimize impacts on the environment.
- Prepare draft EIA report and share with client for approval
- After approval, submit EIA report to SEAC/EAC
- Prepare draft presentation for SEAC/EAC and give mock up to the Client & concerned consultants (Mock up).
- Present/defend the EIA study in front of SEAC/EAC
- Prepare & submit compliances (if any) given by SEAC/EAC
- Prepare presentation for SEIAA/EAC
- Present/defend case in front of the Authority (SEIAA)/EAC
- Follow up for getting Environment Clearance

Under the scope of Department of Fisheries-Goa

- Submission of statutory fees (if any)
- Provide respective legal documents (Land documents, NOCs, Sanctions, approvals, consents for CRZ/EC process)
- Mapping of project site
- Provide technical data/details/documents for proposed activities

Deliverables and Corresponding Time Frame

The consultant is expected to deliver the following deliverables (Hard copy & Soft copy) during the assignment.

- CRZ application (Draft for approval & Final after approval)
- EC application (Draft for approval & Final after approval)
- EIA report (Draft report for approval & Final report after approval)

Time Limit of Tor Filing/Rapid EIA/ Comprehensive EIA and EC:

- a) Filing of ToR and getting EC from SEIAA – 2 Month
- b) Filing of ToR, Rapid EIA with minimum one monsoon data, CRZ mapping Presentation to GCZMA and getting EC from SEIAA – 6 Month
- c) Filing of ToR, Comprehensive EIA with minimum two monsoon data, CRZ mapping Presentation to GCZMA and getting EC from SEIAA – 12 Month

Terms of Reference (TOR) for Mathematical and Hydraulic Model Study for River Training Wall

1. Background

The proposed works involve construction of river training walls and associated protection measures. To ensure technically sound and sustainable design, it is essential to carry out detailed mathematical and hydraulic model studies of the identified river stretch.

2. Objective

The objective of this assignment is to develop and apply numerical and, if necessary, physical hydraulic models to study the flow behaviour of the river, assess the impact of proposed interventions, and recommend the most effective and sustainable alignment and design parameters for the river training wall and associated structures.

3. Scope of Work

The scope of work for the selected agency/consultant shall include, but not be limited to, the following:

3.1 Data Collection and Review

- Compilation of all available data such as topography, river cross-sections, hydrological and meteorological records (rainfall, discharge, flood frequency).
- Collection of soil, sediment and geotechnical data.
- Review of past studies, maps, satellite imagery, and relevant reports.
- Identification of data gaps and recommendation of additional data collection, if necessary.

3.2 Mathematical / Numerical Modelling

- Development of 1D/2D/3D hydraulic models using internationally accepted software such as:
 - HEC-RAS (1D/2D) for hydraulic and floodplain analysis.
 - MIKE-11 / MIKE-21 / MIKE-FLOOD (DHI) for flow routing and inundation modelling
 - Delft3D or TELEMAC for sediment transport, morphology and scour studies (if required).
- Calibration and validation of the models using observed field data. Simulation of scenarios for:
 - Design discharges and extreme floods.
 - Impact of proposed river training walls and associated interventions.

3.4 Analysis and Recommendations

- Analysis of flow patterns, velocity distribution, erosion zones, sediment transport, and scour.
- Optimization of:
 - Alignment, dimensions, and layout of river training walls.

- Associated works such as guide bunds, spurs, and bank protection measures.
- Recommendations to mitigate adverse hydraulic effects such as backwater impact, localized scour, or excessive sedimentation.

3.5 Reporting and Deliverables

- Inception Report: Approach, methodology, work plan, and data status.
- Interim Progress Reports: Key findings and preliminary model outputs.
- Draft Final Report: Detailed modelling results, hydraulic analyses, and recommendations.
- Final Report: Incorporating Client's comments, including:
 - Soft copies of datasets, model files, and simulation results.
 - Drawings, maps, and optimized design recommendations.

4. Deliverables

- Inception Report
- Draft Final Report
- Final Report with recommendations and all digital model files

5. Time Limit:

Time limit for Mathematical modelling **is 6 months.**

6. Outcome

The study shall produce a scientifically validated foundation for the design of river training walls and related protective structures, ensuring safety, hydraulic efficiency, and long-term sustainability.

SECTION III

FORMS

LETTER OF TRANSMITTAL
(on Bidder's Letter Head)

To
Chief Engineer (L-I)
INFS-I Division
WAPCOS Limited
76, Institutional Area, Sector 18,
Gurugram, Haryana 122015

Sub:

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) 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.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) 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)
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant (with Seal)

Signature of Bidder(s) (with Seal)

Note: (i) 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

Name of work	Allotment/ award No & date	Name& address of client (Including Email id & Tel. no.)	Start Date	Completion Date	Completion Project cost (in Cr)	Type of work & service Provided (DPR, PMC etc.)
1	2	3	5	6	7	8

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)** Work order/ Agreement along with Certificate from client for the above information should be attached.

FORM - C STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	In which field, the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

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

Name of Work:

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

To

Chief Engineer (L-I)

INFS-I Division

WAPCOS Limited

76, Institutional Area, Sector 18,

Gurugram, Haryana 122015

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/De registered/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-F
FORMAT FOR NO DEVIATION CERTIFICATE
[To be submitted on Bidder's Original Letter Head]

To
Chief Engineer (L-I)
INFS-I Division
WAPCOS Limited
76, Institutional Area, Sector 18,
Gurugram, Haryana 122015

Subject: No Deviation Certificate for ----- (name of Work /Project)

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 ----- (Name of Work /Project)

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 Letter Head/ Stamp paper of At least Rs.100 and to be notarized]

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
(Name of work) 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 endeavour 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) commits 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
Chief Engineer (L-I)
INFS-I Division
WAPCOS Limited
76, Institutional Area, Sector 18,
Gurugram, Haryana 122015

Subject: Litigation History, Liquidated Damages, Disqualification for -----
(Name of Work/Project)

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 31.03.2021 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)
Name and seal of Bidder

Place:

FORM I

DETAILS OF TECHNICAL PERSONNEL PROPOSED WITH BIO-DATA*

[illegible]

*** Bio-Data to be provided as per following format.**

FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project , Position, and Relevant Technical and Management Experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Personnel
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Agency

Signature

{day/month/year}

FORM - J

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

To
Chief Engineer (L-I)
INFS-I Division
WAPCOS Limited
76, Institutional Area, Sector 18,
Gurugram, Haryana 122015

Name of the work: **“Selection of Agency to Carry out EIA Studies, Obtaining the Necessary CRZ & Environment Clearances from Concerned/Statutory Authorities and Mathematical & Hydraulic Modelling Studies for the Various Projects under Department of Fisheries, Goa”**

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....havingregisteredaddress , 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 for the above mentioned tender.

(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 IV

ANNEXURES

Annexure I - Form of Bank Guarantee for EMD
(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To
WAPCOS Limited
76-C, Institutional Area
Sector-18, Gurugram, Haryana

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid uptoon behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the amount of..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto;
 - and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature) (Signature)

.....
(Name)(Name)

.....
(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.....Dated.....

ANNEXURE II
FORM OF PERFORMANCE GUARANTEE

-As per GEM format-

FINANCIAL BID

Annexure – A

(To be signed on Bidder's Letter Head and uploaded with Financial Bid)

Form of Quotation

For

“Selection of Agency to Carry out EIA Studies, Obtaining the Necessary CRZ & Environment Clearances from Concerned/Statutory Authorities and Mathematical & Hydraulic Modelling Studies for the Various Projects under Department of Fisheries, Goa”

To,

Chief Engineer (L-I)
INFS-I Division
WAPCOS Limited
76, Institutional Area, Sector 18,
Gurugram, Haryana 122015

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out the aforesaid works for the following work on item rate basis described in the Scheduled of work, in conformity with the specifications and terms and condition as specified in the document.

Our Quoted price will remain valid for 120 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 quotation you may receive.

Signed this _____ day _____ 2023

Signature and seal of bidder
or Authorized representative

Name of firm :
Address of firm :
Telephone No. :
Fax No. :
E-mail :

BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE
(To be signed on Bidder's Letter Head and uploaded under Financial Breakup
on GEM Portal)

S. NO.	ITEM	Quoted Amount excluding GST (in Rs.)	Quoted Amount including 18% GST (in Rs.)
(1)	(2)	(3)	(4)
1	Selection of Agency to Carry out EIA Studies, Obtaining the Necessary CRZ & Environment Clearances from Concerned/Statutory Authorities and Mathematical & Hydraulic Modelling Studies for the Various Projects under Department of Fisheries, Goa. (As per Annexure-I)		

Note:

- A) Quoted Fees shall be inclusive of all levies and taxes
- B) GST will be paid as applicable.
- C) The Quoted Amount including GST (column No. 4) shall be entered on GEM Portal in figures.**
- D) 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.
- E) The quoted rate shall remain fixed during the entire contract period.
- F) The Estimated Cost of work may vary as per detailed design and site conditions.
- G) Payment will be made strictly based on the Payment schedule given in the document.

Date:

Place:

Signature of bidder
Name and Stamp

Annexure-I
BILL OF QUANTITIES (BOQ) AND SCHEDULE OF PRICE
(To be signed on Bidder's Letter Head and uploaded under Financial Breakup on
GEM Portal)

S. NO.	ITEM	Unit	Quantity	Rate excluding GST (in Rs.)	Amount Excluding 18% GST (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1	Filing of Terms of Reference (ToR)/Application for Project Approval to the Goa Coastal Zone Management Authority (GCZMA) including preparation, submission, coordination, and facilitation of the approval process. (For all 6 nos sites)	Each	6		
2	Preparation and submission of Environment Impact Assessment (EIA) Study report with collection of minimum one season data for EIA, Preparation of Costal Regulation Zone (CRZ) maps of project sites, Filing Application for clearance and technical presentations to Goa Coastal Zone Management Authority (GCZMA) and obtaining all necessary approval from State Environment Impact Assessment Authority (SEIAA) and other State/central authorised agencies etc complete. (4 nos Project site : Malim Jetty, Talpona Jetty, Integrated village- Morjim beach and Saleri Fishing Ramp)	Each	4		
3	Preparation and submission of Environment Impact Assessment (EIA) Study report with collection of minimum two season data for EIA, Preparation of Costal Regulation Zone (CRZ) maps of project sites, Filing Application for clearance and technical presentations to Goa Coastal Zone Management Authority (GCZMA), Additional baseline monitoring for comprehensive EIA for projects in eroding coast if recommended by GCZMA and obtaining all necessary approval from State Environment Impact Assessment Authority (SEIAA) other State/central authorised agencies	Each	2		

S. NO.	ITEM	Unit	Quantity	Rate excluding GST (in Rs.)	Amount Excluding 18% GST (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	etc complete. (2 nos Project site: Cutbona Jetty and Chapora)				
4	Superimposition of the Project CRZ maps indicating the High Tide Line (HTL) and Low Tide Line (LTL), duly demarcated by one of the seven authorized agencies, along with the project layout plan, on a 1:5000 scale map (or as instructed by the Engineer-in-Charge), including all associated documentation, verification, submission and Payment of fee to the institutes submission — complete in all respects. (For all 6 nos sites)	Each	6		
5	Mathematical and Hydraulic Modelling Study for River Training Wall, carrying out data collection, 1D/2D/3D numerical modelling (using HEC-RAS / MIKE-21 / Delft3D or equivalent software) including calibration, validation, analysis and submission of reports with recommendations for design and alignment of river training walls and associated works, complete as per specifications and directions of the Engineer-in-Charge. (2 Nos Project site- Cutbona Jetty Sal River & Chapora Jetty Chapora River)	Each	2		
	Total				