

Request for Proposal

for

"Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha"

Tender No:

WAP/INFS-IV/ODISHA/TEFR/SER/025/01

NOVEMBER 2025



WAPCOS Limited
(A Govt. of India Undertaking)

Office of Project Manager (ODISHA)

Plot No: 369/4305, 1st Floor and 2nd Floor, Ekamra Kanan Road,
Jayadev Vihar, Bhubaneswar, Odisha-751013

Contact No.: +91-8851241997, pmodishawapcos@gmail.com

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Notice Inviting Tender (NIT)

WAPCOS LIMITED invites online tender on **Least Cost Based Selection Mode (LCBS)** from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document for the work as per the following details:

The tender document shall be available on website www.wapcos.co.in, GeM Portal (<https://gem.gov.in>) on the dates as mentioned below. **Bids to this tender shall be accepted only through ONLINE mode through the website GeM Portal. No other mode of bid will be considered and accepted.**

Tender No.	WAP/INFS-IV/ODISHA/TEFR/SER/2025/01
Tender Invitation date	04/11/2025
Name of Work	"Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha"
Location	Puri, Odisha
Estimated Cost of Work	INR 58,90,000 excluding GST
Client/ Employer	WAPCOS Limited
Owner/ Principal Employer	Paradip Port Authority
Eligibility Criteria	i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm/ Partnership Firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India. ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate. iii. The Average annual financial turnover should be at least 30% of the estimated cost of work during the last 3 consecutive financial years ending 2024-25. This should be duly

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	audited by the Chartered Accountant performing the statutory audit. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover certificate shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN which shall be verified during the evaluation. iv. The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at FORM:D. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Further, the bidder must not have been blacklisted/ de-registered/ debarred by any government department/ public Sector undertaking/ private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last 5 years. v. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five consecutive financial years ending on the financial year 2024-25. vi. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:
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SECTION-I

	audited by the Chartered Accountant performing the statutory audit. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover certificate shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN which shall be verified during the evaluation. iv. The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at FORM:D. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Further, the bidder must not have been blacklisted/ de-registered/ debarred by any government department/ public Sector undertaking/ private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last 5 years. v. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five consecutive financial years ending on the financial year 2024-25. vi. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:
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SECTION-I

	<i>a) 1 (One) similar completed work costing not less than INR 47,12,000/-</i> <i>Or</i> <i>b) 2 (Two) similar completed work costing not less than INR 29,45,000/-</i> <i>Or</i> <i>c) 3(Three) similar completed work costing not less than INR 23,56,000/-</i> Similar Works Means: Traffic Survey Studies/ Market Demand Assessment Studies /Preliminary Design studies/ Financial Analysis Economic Studies for preparation of Detailed Project Report/ Techno-economic Feasibility Study/ Feasibility/ Pre-Feasibility Study of development of Inland Ports, Inland waterways, Cruise Terminal & Seaports including Master Planning for Central Government or State Government or Public Sector Undertaking or private firm. The bidder shall submit Completion 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). The copy of completion certificates shall be got verified from the issuing authority/organizations prior to award of works. Note* If the Bidder is providing a completion
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SECTION-I

	certificate from a private firm, they must also include the corresponding TDS (26 AS) downloaded from the web, which should match the details on the experience certificate. vii. A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Commercial bank. OR A Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN. Notes: • The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. • The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders. • The value of the work given in NIT is exclusive of GST/Taxes, hence the value of work declared in completion certificate has to be without GST/taxes. • For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered to be inclusive of GST and GST
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SECTION-I

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SECTION-I

Worth Certificate	estimated cost of work in original from a Nationalized Bank / Scheduled Commercial Bank as per FORM:I OR A Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN. Note: • Certificate should be strictly as per the format provided in FORM: I • Certificate must have been issued after the publishing of original NIT and be addressed to tendering authority quoting the name of the work.
Offer Validity	120 days from the last date of submission of Bid
Time for Completion of Work	4 months from the Date of letter of award of work
Date of start of work	Within 7 days of issuance of letter of award of work by WAPCOS/ within 7 days of signing of contract agreement whichever is earlier
Site Visit	Site visit is not mandatory. However, for actual understanding of site conditions, bidders are advised to conduct visit or gather information about the project area. In no case, extension of time for completion of services shall be granted on account of the same.
Website for Viewing Tender	www.wapcos.co.in and https://gem.gov.in
Website for Registration/	GeM Portal (https://gem.gov.in)

SECTION-I

Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	
Request for participation in pre-bid meeting through video Conferencing	17/11/25 up to 5:30 PM
Last date of Clarifications	17/11/25 up to 5:30 PM
Pre-Bid Meeting through video Conferencing	18/11/25 at 11:30 AM
Last date & time for Offline Submission of Original Technical document, EMD Declaration, etc. as detail in Tender	25/11/25 up to 11:30 hours
Last date & time for Online submission of Technical & Financial Bid.	25/11/25 up to 11:00 hours As per the condition of GeM bidding, the bidder must officially procure/download the tender documents from the GeM portal https://gem.gov.in in order to bid before the date and time given for procurement.
Date & Time of opening of Technical Bid	25/11/25 up to 02:30 hours
Date & Time of opening of Financial Bid	Shall be intimated to all the technically responsive bidders subsequent to evaluation of the Technical Bids
Contact Information/ Offline Submission of Technical document, Tender Fees, etc. as detailed in Tender.	Project Manager, Odisha (INFS-IV) Office of Project Manager Plot No: 369/4305, 1 st Floor, Ekamra Kanan Road, Jayadev Vihar, Bhubaneswar, Odisha-751013 Contact No.: +91-8851241997

SECTION-I

The Bidders must read all the terms and conditions of this bid document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.

Note*

The Bidder shall mandatorily submit the following minimum Documents in offline mode also to assess the genuineness of the prospective participants and avoid such misleads:

- (i) EMD Instrument as per the above table in NIT
- (ii) Solvency Certificate as per the above table in NIT
- (iii) Instrument for submission of Tender Fee, if it is submitted in Demand Draft

In the case of Failure in submitting the above documents, the Tender Inviting Authority may reject the particular bid summarily without giving any reasons or justifications thereof.

The tender document has to be downloaded from above specified website. 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, drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website <https://gem.gov.in>.

The Bidder shall have to register with <https://gem.gov.in> to participate in e-tenders.

Further, any information or any issuance of corrigendum/ addendum/ amendment related to this tender will be available only on the website mentioned above.

-S/d

Project Manager, Odisha (INFS-IV)

Office of Project Manager

Plot No: 369/4305, 1st Floor,

Ekamra Kanan Road, Jayadev Vihar,

Bhubaneswar, Odisha-751013

Contact No.: +91-8851241997

SECTION-II INSTRUCTIONS TO BIDDERS



SECTION-II

SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION ON GEM PORTAL

1. THE SELLERS/ AGENCY SHALL FOLLOW THE LINK FOR READING THE TRAINING MODULE FOR GEM PARTICIPATION AS FOLLOWS

Sr. No.	Module	Link for Training Module
1	Introduction to Seller/Service Provider Functionality	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Introduction-Seller-Functionality-v1-1652261184.pdf
2	Seller/Service Provider Registration Using PAN	Using PAN https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-PAN-v1-1652261232.pdf Using Aadhaar https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Registration-Using-Adhaar-v1-1652261280.pdf
3	Profile Updation (Seller/Service Provider)	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Profile-Updation-Approved-07th-Feb-2022-1657021156.pdf
4	Secondary User Creation	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Secondary-User-Creation-Seller-v2-1652261408.pdf
5	Overview of Dashboard – Seller/Service Provider	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Seller-Dashboard-v2-1652261449.pdf
6	Vendor Assessment	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Vendor-Assessment-Approved-16th-Feb-2022-1657021088.pdf
7	Bid Participation Services	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf
8	Earnest Money Deposit (EMD) Process	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/EMD-Requirements-Seller-v1-1652262911.pdf
9	Bill of Quantities [BoQ] – Seller	https://assetsbg.gem.gov.in/resources/upload/shared_doc/training_content/Item-Wise-BOQ-seller-v2-1652262676.pdf

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

2. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

3) Toll Free Numbers (Inbound): Call 1-1800-419-3436 / 1-1800-102-3436
(9:00 am - 10:00 pm Mon to Sat)
Mail: helpdesk-gem@gov.in

4) Helpdesk Outbound No's: 07556681401, 07556685120, 01169095625

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-III - Selection and Qualifying Criteria"
- Original Tender Document fee in the form of DD or RTGS/ NEFT &
- EMD in the form of the form of DD/BG/Insurance Surety Bonds in favor of "WAPCOS Limited" payable at Gurugram issued by a Scheduled Commercial Bank/Nationalized bank.
- Solvency Certificate / Net worth Certificate as per the instructions given in NIT.

4. MINIMUM REQUIREMENTS AT BIDDER'S END FOR SUBMISSION OF BIDS ON THE e-GEM PORTAL

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

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

I. GENERAL

1. INTRODUCTION & PROJECT BACKGROUND

Odisha has a 574.7 km long coastline along the Bay of Bengal with immense potential for maritime and coastal tourism, which remains largely untapped. The state has three operational ports namely, Paradip Port Authority as major port, and Dhamra and Gopalpur as private ports. However, the state currently lacks a dedicated cruise tourism facility despite its rich cultural heritage, pilgrimage centers, and natural attractions.

To harness this potential, the Paradip Port Authority proposes to develop a cruise terminal near Puri and has entrusted WAPCOS Limited with preparation of the Techno-Economic Feasibility Report (TEFR). The study aims to identify and evaluate the most suitable site based on technical and commercial parameters for development of a dedicated cruise terminal near Puri.

In line with the Preparation of above Techno Economic Feasibility Report (TEFR), WAPCOS Limited invites online Bids from experienced, reputed, and eligible Indian firms for carrying out the Market Demand Survey, Preliminary Design studies and Financial Analysis required as per defined Scope of Work provided in this RFP for the said project.

1.1 Need for a project

- **Growing Cruise Tourism** – India's cruise industry is expanding rapidly, with the Ministry of Ports, Shipping and Waterways targeting 4 million cruise passengers by 2041
- **Untapped Cruise Tourism Potential** – Odisha does not have any cruise related infrastructure despite its tourism potential and proximity to major regional cruise circuits.
- **Cultural & Spiritual Significance**
 - **Jagannath Puri Temple:** One of the Char Dham pilgrimage sites, attracting millions annually, especially during the Rath Yatra festival.
 - **Konark Sun Temple:** UNESCO World Heritage Site, globally recognized for its architectural and cultural value.
- **Proximity to Coastline** – Temple town located near Bay of Bengal, ideal for integration with coastal tourism.
- **Alignment with Cruise Bharat Mission** – Launched in September 2024, aims to double the number of cruise passengers by 2029

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- **Cruise terminal at Puri** – A dedicated cruise terminal in Puri can address this gap, adding a unique port-of-call that blends spiritual heritage, coastal leisure, and eco-tourism.

2. SCOPE OF WORK

The detailed Scope of Work is as follows:

The scope of work shall comprise Providing Comprehensive Consultancy services for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha, as follows:

2.1 Market Analysis and Demand Assessment

- Global and regional cruise industry trends analysis, including post-COVID recovery patterns
- Passenger demand forecasting for domestic and international cruise markets for the next 25 years.
- Develop traffic forecast model for forecasting passenger traffic for next 25 years horizon for 3 different scenario cases i.e. Conservative, Base Case & Optimistic.
- Competitive analysis of existing and planned cruise facilities in the region
- Route development potential assessment, considering seasonal variations and itinerary preferences
- Economic impact analysis on local and regional economies
- Forecast the number, type, capacity & frequency of vessels envisaged to be operating in proposed cruise terminal

2.2 Preliminary Design Studies

- Identify the quantum of Bathymetric Survey, Topographic Survey and Geo-technical Investigations required for the study.
- Review and utilize the above survey and investigation results data provided by WAPCOS as the basis for planning and preparing the preliminary designs of the proposed cruise terminal.
- Determine cruise terminal infrastructure, plant and equipment and facilities requirements commensurate with growth projections for cruise terminal.
- Study the available land and advise on the optimum land required for cruise terminal.
- Undertake land use planning for development of cruise terminal;

SECTION-II

- Prepare appropriate development implementation plan in terms of short, medium and long term Study the draught requirement based on the facilities proposed and also the dredging requirement, if any.
- Suggest area requirement for both landside and water side facilities such as construction of berths, terminal buildings, vehicle parking, dock basin, entrance channel, approach channel, turning circle with dimensions viz. length width, depth etc.
- Identify the requirement of back up areas, pavement requirements, road approaches network and other utilities etc.
- Preparation of layout for Project area requirement, back up area requirement, etc.
- Carry out preliminary engineering designs and drawings for berthing infrastructure, plant, equipment, terminal building and supporting infrastructure.
- Terminal building design concept incorporating international standards
- Passenger flow optimization for embarkation/disembarkation processes
- Assessment of Immigration, customs, and security facility requirements, Baggage handling system specifications.
- Commercial space planning including retail, dining, and recreational facilities
- Ground transportation integration including parking, taxi, bus and rail connectivity
- Assessment of Ship supply logistics and storage requirements, Waste management systems for cruise vessel waste streams, Fuel bunkering facilities, Fresh water supply systems, etc.
- Prepare realistic implementation schedule for the project.

2.3 Cost Estimate and Financial Assessment

- Prepare preliminary cost estimates for the proposed cruise terminal including roads & approaches, and other allied facilities indicating the project cost, phasing of capital expenditure, operating and maintenance cost, revenue computation, etc.
- Computation of financial and economic viability analysis of the project, cashflow statement, etc., and calculate Financial and Economic Internal Rate of Return (indicative FIRR/ EIRR).

3. PERIOD OF COMPLETION/TIME SCHEDULE

The completion period of the assignment shall be **4 months** from the date of issue of Letter of award of work by WAPCOS.

4. PRE-QUALIFICATION CRITERIA

- The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm / partnership firm/ Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate. The Bidder should be registered under Indian Companies Act 1956/2013.
- The Average annual financial turnover should be at least 30% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2024-25. This should be duly audited by the Chartered Accountant doing Statutory Audit. Audited Balance Sheet for 5 (five) years ending financial year 2024-25 are to be enclosed. The turnover certificate shall be certified by Chartered Accountant (CA) and any such certificate must carry UDIN.
- Company's Audited Balance Sheet and Profit/Loss account for the last 5 years shall be submitted as proof bearing UDIN. **Bidders should not have incurred any loss in more than two years during the last five years ending** financial year 2024-25.
- **A solvency certificate of least 40%** of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per **Form: I**. Certificate must have been issued after the publishing of original NIT and be addressed to tendering authority quoting the name of the work

OR

Bidder shall submit Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN as per **Form: I**. Scanned copy of original to be uploaded by bidder, Date in net worth certificate should be after the date of publication of NIT.

- The Blacklisting Policy of the company is available on official website of WAPCOS Limited. The bidder/tenderer/consultant/contractors have to mandatorily furnish an undertaking addressing the same to Engineer-in-Charge in the form of certificate to abide the contents of Blacklisting Policy. The format of undertaking is provided at **FORM: D**. Any action in violation of the Blacklisting Policy or to the certificate furnished shall result in cancellation of tender at the stage before or after the award of work. Further, the bidder must not have been blacklisted/ de-registered/ debarred by any government department/ public Sector undertaking/ private Sector/ or any other agency for which the bidder has executed/ undertaken the works/ services during the last 5 years.

5. ELIGIBLE BIDDERS FOR EVALUATION

- I. The bidder should have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which Tenders are invited:

a) One similar completed work costing not less than INR

47,12,000/-

OR

b) Two similar completed works costing each not less than INR

29,45,000/-

OR

c) Three similar completed works costing each not less than INR

23,56,000/-

Similar works means: Traffic Survey Studies/ Market Demand Assessment Studies /Preliminary Design studies/ Financial Analysis Economic Studies for preparation of Detailed Project Report/ Techno-economic Feasibility Study/ Feasibility/ Pre-Feasibility Study of development of Inland Ports, Inland waterways, Cruise Terminal & Seaports including Master Planning for Central Government or State Government or Public Sector Undertaking or private firm.

The bidder shall submit Completion 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). The copy of completion certificates shall be got verified from the issuing authority/organizations prior to award of works.

Note* If the Bidder is providing a completion certificate from a private firm, they must also include the corresponding TDS (26 AS) downloaded from the web, which should match the details on the experience certificate.

Notes:

- The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.
- The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.
- The value of the work given in NIT is without GST / Taxes, hence the value of work declared in completion certificate has to be without GST/ taxes.

SECTION-II

- For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered to be inclusive of GST and GST @18% shall be deducted to establish the value of work done.

6. NO. OF BID PER BIDDER

Each Bidder shall submit only 1 (one) Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

7. JOINT VENTURE

Joint venture is not allowed.

8. SITE LOCATION AND SITE VISIT

Pre-bid site visit is not mandatory. However, for actual understanding of site conditions, bidders are advised to conduct visit gather information about the project area. In no case, extension of time for completion of services shall be granted on account of the same.

The bidder shall satisfy regarding all aspects of site conditions of the Locations 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.

9. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of Bid and in no case, WAPCOS will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

II. BIDDING DOCUMENTS

10. CONTENTS OF BID DOCUMENTS

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

- i. Notice Inviting Tender (NIT)
- ii. Instructions to Bidders (ITB)
- iii. Conditions of the Contract (GCC)
- iv. Annexures

- v. Forms
- vi. Financial Bid
- vii. Any other document as forming part of the Contract.

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

11. CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify **Project Manager, Odisha (INFS-IV), WAPCOS Limited** who will respond to any request for clarification, if necessary. The queries may be sent to: **pmodishawapcos@gmail.com**

The pre-bid meeting shall be held, as per the schedule mentioned in the NIT, through video conferencing. The bidders who are interested in attending the pre-bid meeting may send their contact details viz. organization name, Name of the official, email address, mobile number etc. to: **pmodishawapcos@gmail.com** at least one working day prior to the pre-bid meeting. The bidder shall be shared a link of video conferencing to attend the pre-bid meeting. The bidder may attend the meeting at the time mentioned.

12. AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of bids, WAPCOS may, for any reason, whether at its 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 its discretion extend as necessary the deadline for submission of Tender/ Bid, if considered necessary. Any corrigendum/addendum/errata/status in respect of the above tender shall be made available only at our official website www.wapcos.co.in and GeM Portal. Hence prospective bidders are advised to visit WAPCOS and Gem website regularly for above purpose.

III. PREPARATION OF BIDS

13. LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and WAPCOS shall be written in the **English language** only.

14. DOCUMENTS COMPRISING THE BID

The Bid to be prepared and submitted by the Bidder for consideration shall comprise of the following:

- i. Notarized Power of Attorney on Rs. 100 non-judicial stamp paper from the Bidder in respect of Authorized Signatory for the Bid.
- ii. Bid Processing Fee
- iii. Earnest Money Deposit (EMD)/Bid Security as per **FORM: K.**
- iv. Certificate of registration/ Incorporation Certificate.
- v. Documents for GST Certificate, PAN.
- vi. Audited Balance Sheets for the last five years as a proof of turnover and profit details.
- vii. Information to be provided by the Bidder as per **Annexure-II.**
- viii. Bid Acceptance Letter as per **FORM:L.**
- ix. Bidders' Organization Details as per **FORM:C**
- x. Details of Similar Works Completed as per **FORM:J.**
- xi. Details of Financial Status of the organization certified by Chartered Accountant as per **FORM:B.**
- xii. Letter of Undertaking for Blacklisting as per **FORM:D.**
- xiii. Letter of Undertaking of Understanding of the Project Sites as per **FORM:E.**
- xiv. Letter of No Deviation Certificate as per **FORM:F.**
- xv. Integrity Pact as per **FORM:G.**
- xvi. Details of Litigation History, Liquidity Damages, Disqualification as per **FORM:H.**
- xvii. A solvency certificate of least 40% of the estimated cost of work in original from a Nationalized Bank / Scheduled Indian bank as per **FORM: I**

OR

- Bidder shall submit Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN. (**FORM :I**)
- xviii. Price Schedule as per **FORM:P.**
 - xix. Duly signed/initialed copy of the RFP document along with all the corrigenda/addenda by the authorized signatory.

Note: The authorized signatory of the selected bidder shall initial all pages of the hard copy of the Technical Proposal.

15. BID PRICES

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole scope of work as described in ITB Clause-3 and its sub-clauses based on the prices submitted by the Bidder as per the Financial Bid as per **FORM:P.**

16. CURRENCY OF BID AND PAYMENT

The payment shall be made in **Indian Rupees** only.

17. BID VALIDITY PERIOD

- Bids shall remain valid for acceptance for a period of **120 days (One Hundred Twenty)** from the date of submission of bid.
- The last date for submission of bid shall be reckoned from the last extension of bid, if any.
- In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax or by e-mail. A bidder agreeing to the request will not be required/nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

18. BID SECURITY:

- Earnest Money Deposit (EMD) of **Rs.1,17,800/- (Rupees One Lakh Seventeen Thousand and Eight Hundred only)** in the form of DD/BG in favor of "WAPCOS Limited" payable at Gurugram issued by a Scheduled/Nationalized bank. **To be submitted in Hard Copy in Original.**
- Bid processing fees of Rs. 5,000/- (Rupees Five Thousand Only) as Tender processing fees in the form of Demand Draft in favor of WAPCOS Limited Payable at Gurugram or Deposited through RTGS/ NEFT in the bank account as per the details:
Name of Bank: Indian Overseas Bank
Bank Account Number: 193502000000282
IFS Code: IOBA0001935
Branch Name: NHB Gurgaon
- *The bidder registered as Micro or Small Enterprises with Ministry of MSME and with National Small Industries Corporation (NSIC) or Udyog Aadhar or similar institutions recognized by Ministry of MSME and having single point registration are exempted from payment of Tender Processing Fee/EMD/Bid Security of WAPCOS.*

19. BIDDING CONDITION

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

20. FORMAT FOR SUBMITTAL

Format for submittal of related information for Bid shall be as per the Annexures of **Section-IV & V** and shall be strictly adhered to.

IV. SUBMISSION OF BIDS

21. SUBMISSION OF BID

The Bidder shall submit the bid electronically, through the **GEM Portal**. **The Technical Bid shall also be submitted physically (1 Original) at the address mentioned in NIT however Financial Bid shall be submitted online only.** This tender/ Bid shall follow a **SINGLE STAGE TWO ENVELOPE BID SYSTEM** i.e. Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated **in clause 14 and Bid Security as per clause 18 of ITB of Bid document**. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

- i. Documentary evidence of having deposited the cost of bid document and Bid Security or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii. All duly filled signed forms and annexures as per Tender documents.
- iii. All the necessary documents required for evaluation of the bid.

b. 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 **FORM:P of Section-V** of Bid document in percentage. Financial Bid shall be uploaded on **e-GEM Portal** only as per given format of NIT/excel uploaded on the GEM portal. **No hard copy of Financial Bid needs to be submitted.**

The bidders are advised to submit complete details with their bids. In case of discrepancy between hard copy and soft copy, the technical bid evaluation will be done on the basis of documents uploaded on GEM portal by the bidders. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be summarily rejected.

22. BROAD OUTLINE OF ACTIVITIES FROM BIDDER'S PERSPECTIVE:

i. Online submission of Bid

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The bidders shall submit their Technical and Financial Bid electronically through **GEM Portal**. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Bidders can refer to bidder's manual kit of **GEM Portal** where in various manuals are provided related to registration, document uploading and online e-bid submission.

23. 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.

24. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to WAPCOS. The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid in accordance with **ITB Clause 23**.

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 suspension of from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

25. BIDDING DOCUMENTS

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

26. WAPCOS'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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 or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for WAPCOS's action.

V. BID OPENING AND EVALUATION

27. BID OPENING

WAPCOS shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. WAPCOS will open the Bids in the presence of Bidders' representative who wish to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

28. EVALUATION OF BID

- I. WAPCOS will examine the Bids to determine their completeness in all respect as per the requirements of this Tender/ Bid document. WAPCOS may waive off any minor non- conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.
- II. WAPCOS shall evaluate the bid based on the documents submitted by the Bidder.
- III. WAPCOS shall evaluate only the bids of the bidders who meet the minimum eligibility criteria and are determined to be responsive.
- IV. Evaluation of the Bids shall be based on the overall experience of the bidders, their understanding of scope of work and approach and methodology of the works to be undertaken.
- V. Distribution of Marks

Sl. No.	Attributes	Maximum Marks	Breakup of Scoring	Marks
			Sub-Criteria	
1.	Technical Experience	20		
1.1	Experience of carrying out similar work	Project(s) meeting minimum eligibility criteria		12.0
		Each additional work of value at least 80% of estimated cost of work		8.0
		Each additional work of value at least 50% of estimated cost of work		4
		Each additional work of value at least 40% of estimated cost of work		2.67
2.	Detailed Approach, Methodology and Work Plan for Testing	20	Approach & Methodology	15.0
			Work Plan, Team Deployment Plan & Manning Schedule	5.0
3.	Power Point Presentation	10	Evaluation based on Power Point Presentation by bidder regarding understanding of project site, challenges involved and methodology for completion of work within stipulated time	10.0

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Sl. No.	Attributes	Maximum Marks	Breakup of Scoring	Marks
			Sub-Criteria	
			frame.	
4.	Key Personnel			50
4.1	Team Leader / Traffic expert - 1 No.	15	Educational Qualification: Minimum Bachelor degree in Engineering preferably in maritime related field. Professional Experience: Minimum 12 years of experience in the field of traffic study and analysis, market demand assessment, Financial and Economical assessment, leading the team, etc. for development of port/ jetties/ wharf/ Inland waterways projects.	5.0
			Specific Experience: Experience of projects relating to traffic studies/ market demand assessment studies for development of Sea Cruise/ River Cruise tourism terminal.	5.0
4.2	Financial Expert – 1 Nos.	12.5	Educational qualification: Minimum Bachelor degree in relevant field and Master Degree preferably in Finance Professional Experience: Minimum 10 years of Experience in preparation in financial assessment and viabilities studies for the development of port/ jetties/ wharf/ Inland waterways projects.	5.0
			Specific Experience: Experience of projects relating to financial assessment and viabilities studies for development of Sea Cruise/ River Cruise tourism terminal.	2.5
4.3	Port Expert - 1 Nos.	12.5	Educational qualification: Minimum Bachelor degree in Civil Engineering and Master Degree preferably in Structures/ Infrastructure Engineering. Professional Experience: Minimum 12 years of Experience in preparation in port planning, preliminary/ detail design and drawings, cost estimation studies, etc. for the development of port/ jetties/ wharf/ Inland waterways projects.	5.0
			Specific Experience: Experience of projects relating to port planning, preliminary/ detail design and drawings, cost estimation studies,	2.5

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Sl. No.	Attributes	Maximum Marks	Breakup of Scoring	Marks
			Sub-Criteria	
			etc. for development of Sea Cruise/ River Cruise tourism terminal.	
4.4	Transport Economic Expert - 1	10	Educational qualification: Minimum Bachelor Diploma degree in relevant field and additional qualification preferably in transport economics	5.0
			Professional Experience: Minimum 10 years of Experience in preparation in Economic assessment and viabilities studies for the development of port/ jetties/ wharf/ Inland waterways projects.	2.5
			Specific Experience: Experience of projects relating to Economic assessment and viabilities studies for development of Sea Cruise/ River Cruise tourism terminal.	2.5
	Total Marks	100		

Similar works means: "Similar work" refers to Techno Economic Feasibility Report/ Market Demand Surveys/Preliminary Design studies/ Financial Analysis /Detailed Project Report of inland port, inland waterways, Cruise terminal & seaports including Master Planning for Central Government/ State Government/ Central Government or State Government Public Sector Undertaking or private firm.

The bidder shall submit Completion 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). The copy of completion certificates shall be got verified from the issuing authority/organizations prior to award of works.

***Note**

- If the Bidder is providing a completion certificate from a private firm, they must also include the corresponding TDS (26 AS) downloaded from the web, which should match the details on the experience certificate.
- The Educational and experience criteria given above are minimum requirements which will fetch 60% of the maximum marks to the bidder. The preferred educational & experience over & above the minimum criteria, the marks shall be given on pro-rata basis.

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The value of the work given in NIT is without GST/Taxes, hence the value of work declared in completion certificate is to be without GST/ taxes. For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered to be inclusive of GST and the GST @18% shall be deducted to establish the value of work done.

The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc. The value of works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of last day of submission of tenders.

VI. Procedure for marking of Technical Bids and Selection of Successful Bidders

- i. Total Marks for Technical Evaluation (t) = 100
- ii. The marking of Technical Bids will be carried out as under:
 - a. For the minimum eligible experience in each category, the bidder will get the minimum marks. The bidder will get higher marks for higher experience.
 - b. The bidder shall also give a detailed presentation. The date of presentation (Either through Personal interaction or Video Conferencing) shall be intimated to all the bidders by email/fax/post, as per employer's requirement. Only the bids meeting the minimum eligibility criteria will be called for Technical Presentation.

Note: Regarding presentation, bidders are advised to prepare the presentation in advance so that the presentations of bidders meeting the minimum eligibility criteria can be conducted in a timely manner. The qualified bidders may be informed on a short notice basis regarding their presentation and no extension whatsoever will be given to bidders for preparation of presentation.

c. The minimum Technical Marks required to qualify for financial bid opening is 70.

- d. The Technical Bids of the Bidders scoring 70 and above marks will be considered as technically qualified and their Financial Bids will be opened.

The Method of Selection shall be **Least Cost Based Selection**. The Financial bids of those bidders who secure minimum qualifying technical marks i.e. 70 Marks out of 100 Marks shall only be eligible for opening of respective Financial Bids. The lowest Financial Bid so opened shall be awarded the work (L-1 Bidder).

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

- a. Bid is incomplete and/ or not accompanied by all the required documents as required in online/offline mode.

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- b. Bid is not in conformity with the terms and conditions of Tender/ Bid Document.
- c. The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder.
- d. Any other reasons due to which WAPCOS finds that the Bidder is not eligible

29. SHORTFALL DOCUMENTS

WAPCOS may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. These documents shall not be relating to submission of EMD or Tendering Fees. 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 new/additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

30. CONFIDENTIALITY OF BIDS

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process. Any effort by a Bidder to influence WAPCOS in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of his Bid.

31. CLARIFICATION OF BIDS

To assist in the examination, comparison and evaluation of Bid, WAPCOS may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

32. DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bid, it will be determined whether each Bid:

- i. Has been properly signed.
- ii. Is accompanied by required securities.
- iii. Is substantially responsive to the requirement of Bidding document.
- iv. Provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i. Affects in any substantial way the quality or scope of the work.

- ii. Limits in any substantial way the scope of work
- iii. Is inconsistent with the Bidding document
- iv. Affects unfairly the competitive position of other Bidder.

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

33. CORRECTIONS OF ERRORS IN BIDS

Bids will be checked for any arithmetical error and will be corrected by WAPCOS irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the EMD will be forfeited.

34. EVALUATION AND COMPARISON OF BIDS

WAPCOS will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, WAPCOS will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- i. Making any correction for errors.
- ii. Making an appropriate adjustment for any discount and

WAPCOS reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to WAPCOS shall not be taken into account in Bid evaluation.

VI. AWARD OF CONTRACT

35. AWARD CRITERIA

WAPCOS will award the Contract to the technically eligible Bidder on **Least Cost based Selection (LCBS)**.

36. NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity prescribed by WAPCOS or any extension thereof, WAPCOS will notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted. This "Letter of Award" shall contain the consultancy fee quoted by the Bidder and accepted by WAPCOS payable to the successful bidder in consideration of the completion of the Contract

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by the successful Bidder prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price"). The notification of Award will constitute the part of the Contract agreement.

37. SIGNING OF THE CONTRACT

Within **3 (Three)** days of receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of the **Project Manager, Odisha (INFS IV)**, for signing of the Contract Agreement as per **Annexure**. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

38. PERFORMANCE SECURITY

Within **7 (Seven)** days of the receipt of the notification of Award from WAPCOS, but not later than the date of the signing of the Agreement, the successful Bidder shall furnish to WAPCOS, a Performance Security in the form of a Bank Guarantee for an amount of **5% (Five percent) of the Contract Price in accordance with the Conditions of the Contract**.

The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, from a Nationalized Indian bank drawn in favour of **WAPCOS LIMITED** payable at **Gurugram**. The Bank Guarantee shall be on the Performa given in **Annexure-I of Section-IV**. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the Award and forfeiting of Bid Security.

Reporting Responsibilities:

- The selected Consultant will be required to work closely with Client/Owner for the assignment. All the data, past feasibility or relevant reports, etc. available with Client/Owner relevant to this assignment would only be shared. The agency has to make his own engineering judgement and assessment based on the previous data/ reports available before bidding. Client/ Owner shall not be held responsible for any error in data made available to agency. Interested bidders can avail the previous reports available if any on written request to this email ID "**wapcos_orissa@yahoo.co.in**" upto the last date of submission bid.
- All draft and final reports of the agency with such amendments, modifications, improvements as considered necessary to be incorporated by the Consultant in the assignment, will be checked by Client/Owner. The final

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report to be submitted by the Selected agency will cover all the aspects as per scope of work.

- **The Selected agency shall be required to be present at the meeting/ presentation (either through online or offline mode as per the requirement) with Client/ Owner and other stakeholders as and when required for the successful completion of the project.**

39. TIME SCHEDULE

- The period of assignment shall be **4 months** from the date of issue of Letter of award of work by WAPCOS as per the following schedule;

Table-2: Time Schedule

S. No.	Deliverable	Copies	Timeline
1.	Draft Market Demand Assessment Report – The report shall include comprehensive 25-year traffic and demand forecasts with scenario analysis, supported by market trends, competitive benchmarking, route potential, vessel deployment, and economic impact assessment for the proposed cruise terminal covering all the aspects of Scope work as in Section – II Clause 2.1.	1 set of hardcopies and 1 set of soft copy in editable format.	Within 1 month from the date of award of work
2.	Draft Report - The draft report shall include Market Demand Assessment, Preliminary Design studies, Cost estimates and Financial Analysis Reports covering all the aspects of Scope work as in Section – II Clause 2.0.	1 set of hardcopies and 1 set of soft copy in editable format.	Within 3 months from the date of award of work
3.	Final Report - The Final report should incorporate all the comments on Draft report and comments compliance table.	1 set of hardcopies and 1 set of soft copy in editable format.	Within 4 months from the date of award of work

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- The bidder shall start work immediately within 7 days from issue of Letter of award of work.
- In the event of any delay, **a penalty of 0.5% of the contract value, per week shall be charged subject to the maximum of 10 (ten) %** of the contract value. The contract may be terminated on accumulation of the maximum amount.
- WAPCOS Ltd. shall have the authority to levy such penalties and subsequent termination of contract.
- If the time schedule as decided by Engineer-in Charge is not adhered to, by the Consultant, WAPCOS shall have discretion to withdraw consultancy job in whole or part and get it done through other Consultant appointed by WAPCOS at the risk and cost of consultant firm.
- If the completion/handing over of the consultancy work are expected to be delayed beyond the time given for completion, the Consultant shall apply for extension of time to the WAPCOS giving reasons for the delay. WAPCOS, if satisfied, with the genuineness of the reasons for the delay, may grant necessary extension of time for completion/handing over of the consultancy work in consultation with the owner, if required. For unjustified /unacceptable delays, the Consultant shall be liable to pay Liquidated Damages as mentioned in Section-III of this tender document. In this regard, decision of Engineer-in Charge, WAPCOS shall be final and binding upon the Consultant.

40. TAXES

- The bidder must ensure to quote the rate for the total amount of services excluding GST. GST shall be reimbursed as per prevailing rates as applicable.
- The bidders shall fully familiarize themselves about the applicable Domestic taxes (Such as: income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidders in the financial proposal.
- The bidder shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Bidder only after uploading of GST amount by Bidder on GST portal to avail input benefit of GST by WAPCOS Limited.

41. INCOME TAX

Income tax shall be deducted as per relevant section of Income Tax Act applicable under the rules of Government of India.

42. ESCALATION/ PRICE VARIATION

No claim/ additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

43. RESPONSIBILITIES FOR ACCURACY OF PROJECT PROPOSALS

The bidder shall be responsible for the accuracy of the technical / financial data collected and the drawings, quantities etc. prepared by him as a part of the project. He shall indemnify WAPCOS against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the bidder will be responsible to correct the data & drawings etc. as required without any extra cost implication on WAPCOS.



SECTION-III
CONDITIONS OF CONTRACT



I. Clause 1: Definitions

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- i. Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between WAPCOS and the Consultant firm, together with the documents referred to therein including these conditions, the specifications, reports, basic data, if any and instructions issued from time to time by WAPCOS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii. "Owner/ Principal Employer" shall mean Paradip Port Authority, who has appointed WAPCOS Limited as Principal Consultant for the project.
- iii. "Client/Employer/Competent Authority" means WAPCOS Limited who is working as an executing Consultant for the Project.
- iv. 'Tender/Bid, tenderer/bidders' are synonymous throughout this contract document.
- v. 'Approval' means approved by WAPCOS Limited. WAPCOS approval is linked and subject to approval by the owner.
- vi. 'Applicable Law' means the laws and any other instruments having the force of law in India.
- vii. '**Agency/ Consultant**' means the person or persons, firm or company, group of firms whose bid has been accepted by WAPCOS and includes their personal representatives, successors and permitted assigns that will provide the Services to WAPCOS under the Contract.
- viii. Accepting Authority/Concerned Authority shall mean **Project Manager, Odisha (INFS IV)** of WAPCOS or his authorized nominee.
- ix. Project means "**Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha**"
- x. Contract Price or Contract Value means the price to be paid for the performance of the Services.
- xi. Estimated Cost means estimated cost put to tender for inviting financial bid from the Consultant firms for study and compliances.
- xii. Effective Date means the date on which this Contract comes into force and effect pursuant
- xiii. In writing means communicated in written form with proof of receipt.
- xiv. Language means all documents and correspondence in respect of this contract shall be in English Language.
- xv. Letter of Award (LOA) shall mean WAPCOS's letter or notification conveying his

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acceptance of the tender subject to such conditions as may have been stated therein.

- xvi. WAPCOS Limited (hereinafter called WAPCOS) is a company registered under the Indian Company Act 1956, with its registered office at WAPCOS, Kailash 5th Floor, 26 Kasturba Gandhi Marg, New Delhi-110001 or its administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.
- xvii. Site shall mean the respective sites of the contract/ consultant works including any building/ civil structure and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by WAPCOS for the contract's use.
- xviii. Services means the work to be performed by the selected Consultant pursuant to this Contract, as described in Bid Document.
- xix. Sub-Consultants means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.
- xx. Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- xxi. Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- xxii. The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.
- xxiii. "Day" means a day from midnight to midnight. "Month" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month. "Week" means seven consecutive days. "Quarter" means a period of three consecutive months starting from January, April, July and October i.e. January to March, April to June, July to September and October to December.
- xxiv. "Cost" mean all expenditure properly incurred or to be incurred whether on or off the site including overhead and other charges allocable thereto but does not include any allowance for profit.
- xxv. Retention money & security deposit are synonymous.
- xxvi. The words Tenderer, Bidder, Applicant, and the Consultant shall have the same meaning.
- xxvii. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.
- xxviii. "Tender Processing Fee" or "Bid Processing Fee" shall mean same being the amount paid by the bidder to WAPCOS as cost towards evaluation of the bid. The same is separate & distinct of any charges levied or paid to the e-tendering portal/GeM portal.

II. Clause-2: Responsibilities/ Obligations:

1. The Consultant Firm's Responsibility/ Obligation:

- a. The Consultant shall, in providing the services exercise skill and care in conformity with the normal standards of the Consultant's profession.
- b. The Consultant shall act on behalf of WAPCOS in the matters set out or necessarily implied in the appointment. The Consultant shall at those points and/ or dates referred in the timetable obtain the authority of WAPCOS before proceeding with the services.
- c. The Consultant shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of WAPCOS except in case of emergency when the Consultant shall inform WAPCOS without delay.
- d. The Consultant shall inform WAPCOS upon it becoming apparent that there is any incompatibility between any of WAPCOS requirements and the timetable or any need to vary any part of them.
- e. The Consultant shall inform WAPCOS on it becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.
- f. The Consultant shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other Consultant without the consent in writing of WAPCOS.
- g. If any deviation or deficiency in the work done by the Consultant is noticed during inspection and visits, he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Consultant shall comply and report the action being taken by him in this regard.
- h. Signing this agreement, it has been considered that the Consultant has No Objection in case of withdrawal of services or under termination of services of this agreement.

2. WAPCOS Responsibilities /Obligations

- a. Providing broad requirements of the works.
- b. Advising condition to the Consultant of the relative priorities of WAPCOS' requirement and inform the Consultant of any variations to any of them.
- c. WAPCOS shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable the Consultant to comply with the time table.

III. Clause-3: Ruling Language and Law

- a. The Contract documents shall be drawn up in English. All correspondence and

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documents relating to the contract, exchanged by the Consultant and WAPCOS, shall be submitted in the prescribed form in English. All supporting documents and printed literature in connection with the bid shall be in English. The law to which the Contract is to be subject and according to which the Contract is to be construed shall be the law for within the jurisdiction of Delhi courts.

- b. Documents Mutually Explanatory
- c. Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents shall take precedence in the order in which they are set out in the Performa of Agreement.

IV. Clause-4: Contract Agreement

The Consultant Firm shall, when called upon so to do, enter into and execute a Contract Agreement, to be prepared and completed in the Performa annexed, with any modification as may be necessary.

V. Clause-5: Performance Security

- a. For the due performance of the Contract, the Consultant shall furnish to WAPCOS a performance security in the form of bank guarantee. The amount of the bank guarantee shall be **5% (Five percent)** of the Contract Price. The bank guarantee shall be issued any Scheduled Commercial Bank/ Nationalized Bank. The cost of complying with the requirements of this Clause shall be borne by the Consultant.
- b. The proceeds of the performance security shall be payable to WAPCOS as compensation for any loss, resulting from Consultant's failure to complete his obligation under the Contract.
- c. The performance security shall be valid till **60 days** beyond the completion of the project.
- d. Should the Contract period, for whatever reasons be extended, the Consultant, on receipt of written request, shall at his own cost get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee before the expiry date of the Bank Guarantee originally furnished.
- e. The Performance Security will be released by WAPCOS after completion of services in all aspects and all the WAPCOS's financial liability towards the Consultant has been fulfilled.
- f. WAPCOS shall issue the Completion Certificate consequent upon the completion of services and satisfaction of the client together with the request of the Consultant for issuance of the same.

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VI. Clause-6: Inspection of Site

The Consultant shall be deemed to have known the project areas, and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Bid, as to the form and nature thereof, the extent and nature of work, and equipment necessary for the completion of the Works, he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

VII. Clause-7: Sufficiency of Bid

The Consultant shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and prices if any, which Bid rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion of all the works.

VIII. Clause-8: Submissions to be made

A. Documents, Certificates, Manuals, Reports, etc.

The Consultant shall submit all the submissions, reports and drawings, if any, for review and approval by WAPCOS. After review, WAPCOS will convey comments, which the Consultant shall incorporate by modifying accordingly. Submission of any unaccepted contents in the report shall be summarily rejected and Consultant will be informed. Consultant shall arrange to resubmit the same duly checked, revised and signed within 7 (Seven) days. No claim from consultant for extension of time or for extra cost on this account will be entertained under any circumstances.

IX. Clause-9: Giving of Notices, Compliance with Statutes & Regulations

a. Giving of Notices and Payment of Fees

The Consultant shall give all notices and pay all fees required to be given or paid by any Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

b. Compliance with Statutes, Regulations etc.

The Consultant shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep WAPCOS indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or by-law.

X. Clause-10: Commencements of Works

The Consultant shall commence work within 7 days from the **issue of the Letter of award of work to the agency** to this effect by concerned authority/ WAPCOS and shall proceed with the Works with due expedition and completion within the stipulated period mentioned under *clause-13* hereof.

XI. Clause-11: Disqualification for Further Assignments to the Consultant

If the Consultant fails to act in conformity with the practices and ethics of the profession and/or his work /services are not found satisfactory, he will not be eligible to assignment of any further works of WAPCOS thereafter, and services for such work of remaining stage shall be liable to be withdrawn from him with 15 (fifteen) days' notice.

XII. Clause-12: Determination or Rescission of Agreement:

WAPCOS without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- a. If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- b. If the Consultant commit breach of any of the terms of agreement.
When the Consultant have made themselves liable for action under any of the clauses aforesaid, WAPCOS shall have powers: a) to determine or rescind the agreement b) to engage another Consultant(s) to carry out the balance work at the risk and cost of the Consultant and debiting the Consultant(s) the excess amount, if any, so spent.

In case contract of Consultant is determined, the Performance Guarantee of the Consultant shall stand forfeited. The decision of WAPCOS in this regard shall be final and binding on the Consultant.

XIII. Clause-13: Completion period

The project completion period is **4 months** from the Date of issuance of Letter of Award. The period of completion shall be reckoned from the day of issue of the Letter of commencement to the Consultant by Concerned Authority/WAPCOS. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered sum be extended, if requested by the Consultant, as follow: In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Consultant for the work, nothing extra shall be payable to the Consultant. However, suitable extension of time for completion of work shall be granted accordingly.

XIV. Clause-14: Extension of Time for Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances beyond the control of the Consultant which may occur, other than through a default of the Consultant, be such as fairly to entitle the Consultant to an extension of time for the Completion of the Works, WAPCOS shall determine the period of such extension and shall notify the Consultant accordingly. Provided that WAPCOS is not bound to take into account any extra or additional or other special circumstances unless the Consultant has, within 28 days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to WAPCOS, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Consultant shall not be entitled to any payment for the time related costs incurred by him, if any, except those provided under the Contract, during the extended period for completion of Works.

XV. Clause-15: Liquidated Damages for Delay

- a. Consultant hereby agrees to complete the work within the scheduled time frame specified and no extension will be granted. However, in case of delay in completion of the work due to reasons beyond control of Consultant firm, the Consultant firm will make a request to WAPCOS for suitable extension of time. If the reasons for delay specified by the Consultant are found to be fair & reasonable, suitable extension of time may be granted by WAPCOS, without any suitable financial implication to WAPCOS. If the Consultant shall fail to achieve completion of the Works within the time prescribed by Clause-13 hereof, then the Consultant shall pay to WAPCOS, the sum stated in sub-clause (ii) of this Clause as liquidated damages for such default for each week or part thereof which shall elapse between the time prescribed by Clause-13 hereof and the date of certified completion of the Works. WAPCOS may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- b. The **Liquidated damages** penalty will be charged for all delays due to the fault of the Consultant at the **rate of 0.5% of contract value per week** beyond the stipulated period of completion including authorized extensions if any, subject to **maximum of 10% of the contract value**.

(ii) Liquidated Damages for due to error/variation

In case of any error or Variation OR plagiarism is detected in the data, data analysis reports submitted by the agency and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the

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consequential damages thereof shall be quantified by WAPCOS in a reasonable manner and recovered by way of deemed liquidated damages, subject to a maximum of 10% (10 percent) of the Agreement Value.

XVI. Clause-16: Certification of Completion of Works

When the whole Work has been fully completed and has satisfactorily passed any final test that may be prescribed by the Contract, and shall be deemed to be a request by the Consultant for WAPCOS to issue a Certificate of Completion in respect of the Works. WAPCOS shall, within 30 (Thirty) days of the date of delivery of such notice either issue to the Consultant, a Certificate of Completion stating the date on which, in his opinion, the Works are substantially completed in accordance with the Contract or give instructions in writing to the Consultant specifying all the Works which are required to be done by the Consultant before the issue of such Certificate.

XVII. Clause-17: Escalation/ Price Variation

No claim / additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

XVIII. Clause-18: Recovery of Compensation and Penalty Imposed

Consultant will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:

- a. In the event of failure to comply with the instructions of WAPCOS.
- b. If the faults in planning and reporting are noticed by WAPCOS at any time.
- c. If there is over payment to the Consultant due to wrong certification of the bills.
- d. If the perfunctory approach towards the work is noticed by WAPCOS at any stage.

XIX. Clause-19: Other Conditions

- a. All the stages of work shall be completed by the Consultant and the necessary approval shall be given by WAPCOS according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.
- b. In the event of the failure on the part of the Consultant to complete their work in time or the Consultant committing a breach of any one or more of the terms and conditions of the agreement, WAPCOS shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by WAPCOS then the Consultant shall be bound to give N.O.C, if required.

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- c. The Consultant shall assume full responsibility for the professional requirements and correctness of the traffic data, design and drawings for all the items of work described in the scope of work. WAPCOS will have full access to the details of those data for purpose of scrutiny.
- d. The scrutiny of the data/report by WAPCOS's own supervisory staff, third party vetting, if any, does not absolve the Consultants of their responsibility under the agreement.
- e. The Consultant shall supply to WAPCOS copies of all documents, instructions issued to Consultant, if any, relating to the work, drawings, maps and also other documents as may be required.
- f. The Consultants hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against WAPCOS in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
- g. While providing services, the Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep WAPCOS indemnified all the times and shall bear the losses suffered by WAPCOS in this regard.
- h. All reports shall be the property of WAPCOS. The name and logo of WAPCOS shall be predominantly displayed on all the drawings and documents.
- i. The Consultant shall advise officers of WAPCOS regarding the work under execution during their visits to the site and submit reports on their observations. Consultant shall invariably remain present at site of work during such inspection of WAPCOS or his representative.
- j. WAPCOS shall have the liberty to postpone or not to execute any part of work and the Consultant shall not be entitled to any compensation or damage for such postponement or non – execution of the work except the fees which are payable to the Consultant up to stage of services then completed.
- k. DELETED
- l. It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Consultant shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the Consultant for completion of the work or enlarged for any reason whatsoever.
- m. Copyright of all documents prepared by the Consultant and for in any work executed from those documents of the project shall remain the property of WAPCOS.
- n. Company of Consultant is a partnership firm or private/ public limited, Proprietary Company, on change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the express written consent of WAPCOS during the currency of the contract with WAPCOS.

XX. Clause-20: Consultancy Fee

The fee, as quoted by the Consultant in the financial bid during bidding, includes planning, review, deployment of adequate manpower at site, travel expenses, site visits, collection of data, preparation and submission of reports, attending meetings/ presentations with client, etc.

XXI. Clause-21: Terms of Payment

i. Taxes

Payment on account of GST shall be reimbursed on production of documentary proof of deposit of GST.

ii. Retention Money

- a. Deduction of Retention Money amounting to **2.5% (Two Point Five percent)** of the amount of work done on milestone basis i.e. on each invoice claimed by the Consultant on account of Works executed shall be made.
- b. The Retention Money shall be certified due for payment after the expiration of the Period of completion, notwithstanding that at such time there may be outstanding claims by the Consultant against WAPCOS. Provided always that, if at such time there shall remain to be executed by the Consultant any Works ordered during such period, WAPCOS shall be entitled to withhold payment until the completion of such Works or so much of the Retention Money as shall represent the cost of the Works so remaining to be executed.
- c. Retention Money shall not be refunded till the fulfillment of all obligations of the Consultant towards WAPCOS. The Consultant should request for the same upon completion of the services and payment of all stage milestone bills up to the penultimate stage.

iii. Payment Terms

The sequence of payment for the above work shall be as follows:

Sl. No.	Milestone	Percentage of total consultancy cost
1	Upon Submission of Draft Market Demand Assessment Report	30%
2	Upon Submission of Draft Report	30%
3	Upon Submission of Final Report	30%
4	Upon Approval of Final Report	10%
	Total	100%

Note:

- a. All the payments will be released after 21 days from receipt of payment from Owner by WAPCOS.
- b. GST will be released on submission of Proof of deposit/challan.
- c. All the payments due to the Consultant shall be made online and no cheque/draft shall be issued.

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- d. No claim /additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.
- e. Consultant shall submit his bill along with full description about service provided of the works.
- f. Consultant shall not claim payment against pending services or incomplete stages of work.
- g. WAPCOS reserves the right to carry out the services independently from the Structural Consultant if desired & payment will be made to structural consultant at risk and cost of the Consultant Firm.
- h. In case only a part of the project is continued beyond any stage, on further payment shall be made to the Consultant for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage
- i. The cost of references to be made by the Consultant to his in-house professional experts or outside professional experts are included in Consultant's fees and nothing extra will be paid by WAPCOS on this account.
- j. The payments shall be made for the contract on back-to-back basis upon receipt of payment from the Owner for that particular work and no interest is payable on account of delay if any. The Consultant acknowledges that under the present Contract, WAPCOS is only working as intermediary between the Paradip Port Authority, being Principal Employer/ Owner. Thus, the Consultant unconditionally acknowledge that the payments under the present Contract shall be made proportionately by WAPCOS only on back-to-back basis i.e., after 21 days subject to receipt of payment of the particular work from the Paradip Port Authority being Principal Employer/ Owner. The Consultant also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from the Principal Employer/ Owner, then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to the Consultant. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

iv. Final Certificate

On receipt of the Final Account, the concerned authority shall promptly prepare and issue to the Consultant a Final Payment Certificate certifying any further money due to the Consultant in respect of the Contract. Payment to the Consultant of the amount due under Final Payment Certificate shall be made by the WAPCOS within sixty days of such Certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the Consultant.

XXII. Clause-22: Taxation

- i. The price bid by the Consultant shall include all duties, levies and taxes except GST that may be levied according to the laws and regulations, nothing in the Contract shall relieve the Consultant from his responsibility to pay any tax on

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profits made by him in respect of the Contract. GST shall be reimbursed as per actual on prevailing rates.

ii. **Income Tax**

The Consultant's staff, personnel will be liable to pay personal income tax, if any in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Consultant shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

XXIII. Clause-23: Deleted

XXIV. Clause-24: Force Majeure

Consultant firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of WAPCOS and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to WAPCOS by owner.

XXV. Clause-25: Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, WAPCOS shall be entitled to withhold and also to have a lien to retain in whole or in part, the performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the Consultant, or any claims of the Consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

XXVI. Clause-26: Foreclosure of Contract by WAPCOS

If at any time after the commencement of the work WAPCOS for any reason whatsoever if required to foreclose/non-execution of work or is not require the whole work thereof as specified in the tender to be carried out, WAPCOS shall give notice in writing of the fact to the Consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from those works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

XXVII. Clause-27: Suspension of Works

- i. The Consultant shall, on receipt of the order in writing of WAPCOS, suspend the progress of the works or any part thereof for such time and in such manner as WAPCOS may consider necessary for any of the following reasons:
 - a. On account of any default on part of the Consultant, or

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- b. If the work is partly or fully abandoned/suspended by WAPCOS/Owner for any reasons
- ii. If the suspension is ordered for reasons in sub-para (a) above.
 - a. The Consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - b. In the event of the Consultant treating the suspension as an abandonment of the Contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

XXVIII. Clause 28: Termination of Contract

- i. WAPCOS or the Consultant may terminate the Contract if the other party causes a fundamental breach of the contract.
- ii. Fundamental breaches of Contract shall include, but shall be limited to the following:
 - a. The Consultant stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by WAPCOS.
 - b. The WAPCOS instructs the Consultant to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - c. The Consultant is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

WAPCOS is entitled to terminate the contract in following conditions

- d. In the event of WAPCOS not satisfied with the work done by the Consultant, WAPCOS shall give 15 (fifteen) days' notice in writing to rectify the defects and or complete the work. If WAPCOS is not satisfied with reply of aforesaid notice, WAPCOS can terminate this Agreement and the Consultant shall be liable to pay damages which shall be calculated by WAPCOS or professional expert of WAPCOS.
- e. In the event of the Consultant through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- f. In the event of the Consultant's firm closing its business, the appointment shall be thereby terminated and WAPCOS shall have the power to employ any other Consultant to complete the work irrespective of settling of dues of the Consultant.
- g. The termination of the appointment of the Consultant shall be without prejudice to the accrued rights and remedies of WAPCOS.
- h. In the event of failure to comply with or abide by the general conditions of this agreement.
- i. In the event of liquidated damages/ penalty imposed on Consultant equal or exceeding 10% of the total fees payable.
- j. Notwithstanding the above, WAPCOS may terminate the Contract for convenience.

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When the Consultant has made himself liable for action under any of the cases aforesaid, WAPCOS shall have powers:

To determine/terminate the contract as aforesaid (of which termination notice in writing to the Consultant under the hand of WAPCOS shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of WAPCOS.

iii. Payment upon Termination

- a. If the Contract is terminated because of a fundamental breach of contract by the Consultant, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage representing WAPCOS's additional cost for completing the works to apply to the value of the work not completed. Additional liquidated Damages shall not apply. If the total amount due to WAPCOS exceeds any payment due to the Consultant, the difference shall be a debt payable to WAPCOS.
- b. If the Contract is terminated for WAPCOS's convenience or because of a fundamental breach of contract by WAPCOS, WAPCOS shall issue a certificate for the value of the work done less advance payments received up to the date of the certificate.

XXIX. Clause-29: Notices

i. Service of Notices on Consultant

All certificates, notices or written orders to be given by WAPCOS to the Consultant under the terms of the Contract shall be served either by sending by post or delivering the same to the Consultant's office on Site or his principal place of business, or such other address as the Consultant shall nominate for this purpose.

ii. Service of Notices on WAPCOS

All notices to be given to WAPCOS under the terms of the Contract shall be served by sending by post or delivering the address: **Project Manager, Odisha (INFS IV)**

iii. Change of Address

Either party may change a nominated address to another address by prior written notice to the other party.

XXX. Clause 30: Dispute Resolution

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, drawings and instructions here-in before mentioned and as to the quality of workmanship or equipment used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings, specifications, instructions, orders or these conditions or otherwise concerning the works or the execution or

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failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the Consultant considers any work or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is resulting in a dispute, it shall be referred to the concerned authority who shall, within a period of thirty days after being requested by the Consultant to do so, give written decision to the Consultant. Upon receipt of the written decision of the concerned authority, the Consultant shall promptly proceed without delay to comply with such decision.

XXXI. Clause 31: Arbitration

Any dispute, controversy of 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 mandatorily 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 Consultant and the Principal Employer/Owner, 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 between Principal Employer/Owner & WAPCOS, Principal Employer/Owner 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

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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.”

XXXII. Clause 32: Insurances

The Consultant/bidder shall take out and maintain at their own cost against the risks, and for the coverages. The Consultant shall provide evidence to the Employer, showing that such insurance has been taken out and maintained and that the current premiums have been paid, before start of the Work. The Insurance shall be maintained for the following risks and coverages:

- i. Professional liability insurance with a minimum coverage equal to total contract value for this consultancy.
- ii. Employer’s liability and worker’s compensation insurance in respect of the Personnel of the Consultant and of Sub- Consultant’s, 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

SECTION IV ANNEXURES



ANNEXURE – I

FORMAT OF PERFORMANCE SECURITY

(To be executed on a non-judicial stamp paper of requisite value)

To,
WAPCOS Limited,
76-C, Sector 18,
Gurgaon-122015.

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Consultant's name & address) (hereinafter referred to as "the Consultant " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. _____ dt. _____ and the same having been unequivocally accepted by the Consultant, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called " the contract") and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) **(5% of the said value of the Contract to the Employer).**

We, _____ (name & address with issue branch mail id of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Consultant to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest , recourse or protest and/or without any reference to the Consultant. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the

Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Consultant and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

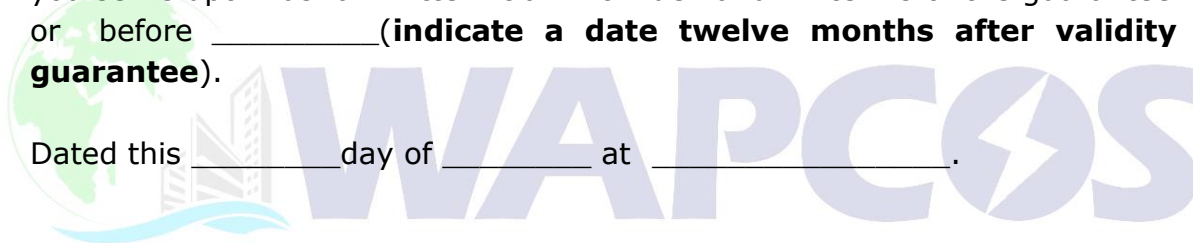
We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____(Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only) ;
- ii) This bank guarantee shall be valid upto _____; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____(**indicate a date twelve months after validity of guarantee**).

Dated this _____ day of _____ at _____.



ANNEXURE – II

INFORMATION TO BE FURNISHED BY THE APPLICANTS

Sr. No	Particulars	Details
1.	Name of the organization	
2.	Address for Correspondence	
3.	Contact Person Details: Name: Telephone Nos. Mobile No. Fax: Email:	
4.	Format of Bid Acceptance Letter	To be filled as per Form L
5.	Tender Processing Fee	
6.	Organization Details	To be filled as per Form C
7.	Bid Security	To be filled as per Form K
8.	List of Similar Works Completed	To be filled as per Form J
9.	Financial Status	To be filled as per Form B
10.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS (Attach Power of Attorney)	POA to be attached.
11.	List of persons to be engaged for the designated projects	To be filled as per Form M
12.	Organization Chart of Key Personnel	
13.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Self-Certified Copies to be enclosed
14.	Undertaking format for Blacklisting	To be filled as per Form D
15.	Understanding of the Project Sites	To be filled as per Form E
16.	No Deviation Certificate	To be filled as per Form F
17.	Litigation History, Liquidity Damages, Disqualification	To be filled as per Form H
18.	Solvency Certificate/ Net worth Certificate	To be filled as per Form I
19.	Integrity Pact & Integrity Agreement	To be filled as per Form G
20.	Format for Price Schedule	To be filled as per Form P

SECTION V FORMS



FORM – A
LETTER OF TRANSMITTAL
(on Bidder **Original** Letter Head)

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager,
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Subject: Submission of bids for ("Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha")

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the "Forms" enclosed with the tender and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate/ net worth certificate and authorize the WAPCOS Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM: B
FINANCIAL INFORMATION

Sr. No	Financial Year	Turnover	Profit/ Loss (-)
1.	2024 - 25		
2.	2023 - 24		
3.	2022 - 23		
4.	2021 - 22		
5.	2020 - 21		

Note:

**Certified copies of audited Balance Sheets/ Chartered Accountants
Certificates to be enclosed.**

UDIN:

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

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



WAPCOS

FORM: C
STRUCTURE & ORGANIZATIONAL

Sr. No.	Particulars	Details
1.	Organizational Set-up: - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Place and Year of Incorporation - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates)	
2.	Proof Checking arrangement	Details of tie-up if any to be given
3.	ISO Certification	
4.	Outsourcing jobs - Structural Design - Traffic Study - Financial and Economical Study - Quantity Estimation - Any other	Details of sub-consultants (if any) to be given
5.	Bank Details Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	
	Copy of Cancelled Cheque to be attached	
6.	PAN (Copy of PAN) GSTIN (Copy of GST Registration) NSIC Registration Number and Validity	

Yours Faithfully,

(Signature & Seal of the Bidder)

FORM: D
(To Be Submitted on Bidder's Original Letter Head)

Date: _____

Name of work:

Ref: Tender No _____ dated _____

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Dear Sir,

This is to certify that we have taken the cognizance of blacklisting Policy of WAPCOS Ltd. 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:

Name and seal of Bidder

FORM: E
FORMAT OF UNDERSTANDING THE PROJECT SITE
(To be submitted on Bidder's Letter Head)

- A. I/ We hereby solemnly declare that I/ we understand the sites of work and have familiarized myself/ ourselves of the working conditions there in all respect and in particular, the following: -
- a) Topography of the Area.
 - b) Hydrography of the Area
 - c) Soil & rock conditions at the site of work.
 - d) Sources & availability of approaches.
 - e) The existing roads and access to the site of work.
 - f) Climatic condition and availability of working days
 - g) Law & Order, Security & Working conditions.
 - h) Methodology to be adopted for successful completion of work.
 - i) Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM: F
FORMAT OF NO DEVIATION CERTIFICATE
(To be submitted on Bidder's Letter Head)

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Subject: No Deviation Certificate for -----"Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha"

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have understood the 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:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

FORM: G
FORMAT FOR INTEGRITY PACT

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Sub: Submission of Tender for the work "Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis survey for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha"

Dear Sir,

I/We acknowledge that WAPCOS LIMITED is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. 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 6 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 LIMITED 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
(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent/ authorized to
sign the relevant contract on behalf of WAPCOS Limited
INTEGRITY AGREEMENT**

This Integrity Agreement is made at on this..... day of..... 2021

BETWEEN

WAPCOS Limited (Hereinafter referred as the Employer which expression shall
unless repugnant to the meaning or context here of include its successors and
permitted assigns)

AND

(Name and Address of the Agency)

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

(Details of duly authorized signatory)

Preamble

WHEREAS the Employer 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 Employer 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 Bidders.

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 Employer

1. The Employer commits itself to take all measures necessary to prevent
corruption and to observe the following principles:
 - a. No employee of the Employer, 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 for third person,

- any material or immaterial benefit which the person is not legally entitled to.
- b. The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Employer 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 Employer 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 Limited 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 Employer'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 Employer 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 participate in a tender 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 Limited 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 be fall 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 Agency under law or the Contract or its established policies and laid down procedures, the Employer 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 Employer'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 Employer 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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Consultant terminated/ determined the Consultant has accrued the right to

terminate/ determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Agency.

3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder/ Agency, or of an employee or a representative or an associate of a Bidder/ Agency which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer 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/ Agency 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 Employer.
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 Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Consultants

1. The Bidder/ Agency shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub Consultants/ sub-vendors.
2. The Employer will enter into Pacts on identical terms as this one with all Bidders/ Agencies.
3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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

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.

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 Limited.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender. Changes and supplements need to be made in writing. Side agreements have not been made.
2. 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.
3. Should one or several provisions of this Pact turnout 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.
4. 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 Employer 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/ Contract documents with regard any of the provisions covered under this Integrity Pact.

INWITNESS 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 Bidder/Agency)

WITNESSES:

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

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

FORM: H
LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION
(To be submitted on Bidder's Letter Head)

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

***Subject: Litigation History, Liquidated Damages, Disqualification for
"Selection of Agency for carrying out Market Demand Survey, Preliminary
Design studies and Financial Analysis for Preparation of Techno Economic
Feasibility Report (TEFR) for Development of Cruise Terminal near Puri,
Odisha"***

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. It is also declared that our firm do not have any litigations with WAPCOS Limited for any work of Consultancy in present as well as in past.

Yours faithfully,

Date:
(Signature, name and designation
of the Authorized signatory)

Place:
Name and seal of Bidder

FORM: I
FORMAT FOR SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Sub: Solvency certificate for the project "*Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha-Reg.*"

This is to certify that to the best of our knowledge and information M/s _____ having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is issued at specific request of the customer for tender purpose.

Date:

Place:

Signature of Authorized signatory of bank:
Name of Authorized signatory of bank:
E-mail id of Bank/Authorized signatory of bank:

Note:

- Solvency Certificate should be on letter head of the Bank
- Email id of bank/authorized signatory of bank should be clearly mentioned on the certificate so that genuineness of the certificate can be established via email.

FORM "I"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year (*Last Financial Year for which audit has been conducted*), the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (*the date must be after the floating date of NIT*) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (*Last Financial Year for which audit has been conducted*)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI Date and Seal

Note:

This certificate should be issued after date of floating the NIT.

FORM: J

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 7 YEARS

Assignment No	
Name of Work	
Name of the Client	
Contact Details of Client Name: Postal Address: Official email ID:	
Cost of project in Rs.	
Fee of the Project in Rs.	
Commencement of Date	
Scheduled date of Completion	
Actual Completion Date	
Reason for Delay, if any	
Details of Services provided by the firm	
Key Professionals involved in the Study and their proposed position	

We hereby certify the information as given in below in table is correct and we have attached Client Completion Certificates in support of list of works given as above.

Signature of the Bidder with Seal

Note:

- Email address of the client/certificate issuing authority of each work should be clearly mentioned in the above table so that genuineness of the same can be established via email. Official domain email- id of the client/certificate issuing authority is required.
- Work certificates without any email address in the above table may not be considered for evaluation.

FORM: K
FORMAT FOR BID SECURITY

(To be submitted on Non-Judicial Stamp paper of minimum Rs. 100)

To,
WAPCOS Limited,
76-C, Sector 18, Institutional Area,
Gurgaon-122015

WHEREAS, M/s _____ having their Registered/Head Office at _____ (hereinafter called "the Bidder") has submitted his Bid dated _____ for the _____ [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer).

KNOW ALL PEOPLE by these presents that we _____ (name of the Bank) having our head office at _____ (hereinafter called "the Bank") are bound unto Employer in the sum of _____ for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of _____ 2022.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

(2) If the Bidder having been notified of the acceptance of his bid by _____ during the period of Bid Validity:

We undertake to pay to the _____ up to the above amount upon receipt of his first written demand, without the _____ having to substantiate his demand, provided that in his demand the _____ will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the _____ notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

- i) liability under this guarantee shall not exceed _____.
- ii) This bank guarantee shall be valid upto _____ and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ **(indicate a period of 12 months after the validity period).**

DATE

SIGNATURE

.....

.....

(Signature of Witness)

SEAL

FORM: L
FORMAT FOR BID ACCEPTANCE LETTER
(To be given on Company Letter Head)

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Subject: Acceptance of Terms & Conditions of the Tender Document.

Work Name: _____
Tender No.: _____

Dear Sir,

1. I/ We have downloaded/ obtained the tender document for the above mentioned "Tender" from the web site namely: _____ as per your advertisement, given in the above-mentioned website.
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from page no. _____ to _____ (including all documents like annexures, Drawings etc., which shall form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum/Addendum issued from time to time by your department/organization too has been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the conditions of above-mentioned tender document(s)/corrigendum/Addendum in its totality/entirety.
5. I/We do hereby declare that our Company has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I/We certify that all information furnished by the our Firm/Company is true & correct and in the event that any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore summarily reject our bid or terminate the contract (if awarded), without prejudice to any other rights or remedy including the suspension from being eligible for bidding in any contract with employer for the period of 3 years or any other period at the discretion of competent authority, starting on bid submission closing date.

Yours Faithfully,

(Signature & Seal of the Bidder)

FORM: M

PERFORMA FOR MANPOWER

Sr. No.	Manpower	Name	Designation	No. of Years With Company	Total Experience
i.	Team Leader / Traffic expert				
ii.	Financial Expert				
iii.	Port Expert				
iv.	Transport Economic Expert				
v.	Draftsman				
vi.	Any other Staff which the bidder feels necessary for execution of the project				

Note:

- Attach Signed CVs as per the below given format only. CV in any other format will not be considered in evaluation.
- Attach Copies of Self Attested Qualification

The bidders must give an undertaking that they will provide the staff as and when required. The signed CVs and qualification proofs of the team shall be provided in the technical bid.

Signature of the Bidder with Seal

FORM: N
FORMAT FOR BIODATA OF THE TECHNICAL EXPERT PROPOSED

CV FORMAT

1. PROPOSED POSITION					
2. NAME OF FIRM					
3. NAME OF STAFF					
4. DATE OF BIRTH					
5. NATIONALITY					
6. EDUCATION					
7. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS					
8. SPECIFIC TRAINING					
9. WORK EXPERIENCE					
10. LANGUAGES SKILLS		LANGUAGES	SPEAKING	READING	WRITING
11. EMPLOYMENT RECORD:					
MONTH & YEAR (FROM – TO)		EMPLOYER		POSITION HELD	
12. DETAILED TASKS ASSIGNED:					
13. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASK ASSIGNED:					
Name of assignment:					
Year:					
Location:					
Client:					
Main Project Features:					
Positions Held:					
Activities Performed:					
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.					
Date:					
Place:					
Name of authorized representative of the Consultant:					

FORM: O
UNDERTAKING

[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Date:

Place:



(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

SECTION VI FINANCIAL BID



LETTER OF TRANSMITTAL

(on Bidder **Original** Letter Head)

To
Project Manager, Odisha (INFS-IV)
Office of Project Manager
Plot No: 369/4305, 1st Floor,
Ekamra Kanan Road, Jayadev Vihar,
Bhubaneswar, Odisha-751013

Sub: Submission of Financial bids for (Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha)

With reference to your NIT document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I / We acknowledge that the WAPCOS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the NIT, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I / We shall keep this offer valid as period specified in the NIT.
6. I / We hereby submit our FINANCIAL BID and offer Price..... including GST as filled under GEM portal in Summary Sheet for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FORM: P

FINANCIAL BID
LUMPSUM QUOTE (Inclusive of GST)

Sl. No.	Description	Total Consultancy Fee inclusive of GST	
		(In figures)	(In words)
1	Selection of Agency for carrying out Market Demand Survey, Preliminary Design studies and Financial Analysis for Preparation of Techno Economic Feasibility Report (TEFR) for Development of Cruise Terminal near Puri, Odisha		

NOTE:

- The quote of the bidder shall be inclusive of all taxes and liabilities. GST shall be payable extra as per prevailing rates.
- These details to be submitted in the financial bid on GEM portal and no such details should be submitted in the Technical Bid.
- **The quoted fee filled in the Financial Bid should include all associated costs with the project including any Out-of-pocket Expenses/Review & Modification of Design & Drawing if required/Clearances Expenses/Mobilization Expenses, taxes (including GST) if any applicable as per Govt. terms, shall be paid by the Agency. The Goods and Services Tax (GST) shall be reimbursed upon submission of proof of payment of GST.**
- It is mandatory to 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 on submission of proof of Deposition of GST.
- The tenderer shall quote rates up to second decimal and as well as in words. In case of any discrepancy rate quoted in words shall prevail.