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

76-C, Sector-18
Institutional Area
Gurugram (Haryana)-122015

TENDER DOCUMENT FOR

CARRYING OUT TOPOGRAPHIC AND HYDROGRAPHIC SURVEY FOR PREPARATION OF TEFR FOR CRUISE TERMINAL NEAR PURI, ODISHA

WAP/PHIW/TOPO & HYDRO SURVEY/TEFR/CRUISETERMINAL/2026

Date: 05/08/2026

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SECTION – I

NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

NIT No. WAP/PHIW/TOPO & HYDRO SURVEY/TEFR/CRUISETERMINAL/2026 Dated: 05/08/2026

Name of Project	**Carrying Out Topographic and Hydrographic Survey for Preparation of Techno Economic Feasibility Report towards the Development of Cruise Terminals near Puri, Odisha.**
Site Location	**Puri, Odisha**
Website for viewing tender	www.wapcos.co.in , https://gem.gov.in
Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	https://gem.gov.in
Estimated Cost of Project	**Rs. 10,00,000/- (Rupees Ten Lakhs Only) excluding GST.**
Cost of Tender Document	***Rs. 1500/- (Rupees One thousand Five Hundred only).*** in the form of RTGS/ NEFT/ D.D in favour of 'WAPCOS Limited' payable at Gurugram, Haryana from Scheduled Commercial bank/ Nationalized Bank only.
Earnest Money Deposit (EMD)	***Rs. 20,000/- (Rupees Twenty Thousand Only) (Refundable)*** in the form of RTGS/ NEFT/ D.D./ Banker's cheque / FDR in favour of 'WAPCOS Limited' payable at Gurugram, Haryana from Scheduled Commercial bank/ Nationalized Bank only.
Joint Venture	Not Allowed
Time limit for Completion of Work	4 weeks from the Date of Award of Work
Validity of Bid/ Tender	90 days from the date of submission of Bid
Tender Download Start Date	**05.08.2026**
Pre Bid Meeting	-
Last Date of Tender Document Procurement	**17.08.2026** As per the condition of e- Tendering, the bidder must officially procure/ download the tender documents from the ETS portal (https://gem.gov.in) in order to bid before the date and time given for procurement.
Last date of Offline Submission of Technical Bid, Tender Fees, EMD etc. as detail in Tender for bidders.	**17.08.2026** in the office of Additional Chief Engineer, Room No. C – 33, WAPCOS Limited, 76-C, Sector-18, Institutional Area, Gurugram (Haryana)-122015 Email: ports@wapcos.co.in
Last date of Online Submission of Bid	**17.08.2026**
Date & Time of opening of Technical Bid	**17.08.2026**
Online opening of Financial Bid	Will be intimated to technically qualified bidders.

WAPCOS Communication address during Tendering and execution of works	Additional Chief Engineer, Room No. C – 33, WAPCOS Limited, 76-C, Sector-18, Institutional Area, Gurugram Email: ports@wapcos.co.in
Exemption in Tender document fee & EMD by Micro and Small Enterprises: The companies who are registered with Micro and Small Enterprises are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSME.	
If the office of WAPCOS Limited, Gurugram happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.	

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 purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

1. The bidder should be an Indian Registered Company under Companies Act 1956/ 2013/ Registered Proprietorship Firm/ registered Partnership Firm.

2. **All bidders should be registered on e-GEM portal.**

3. No Joint Ventures are allowed for this tender.

4. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.

5. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.

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

7. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.

8. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

For and on behalf of WAPCOS LIMITED
Additional Chief Engineer

SECTION – II

INSTRUCTIONS TO BIDDER

INSTRUCTION TO BIDDERS (ITB)

1. SPECIAL INSTRUCTIONS FOR E-TENDERING ON GEM PORTAL

Sr. No.	Module	Link for Training Module
1.	Introduction to Seller/Service Provider Functionality	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S1-Introduction-to-Seller-Service-Provider-Functionality-1679917560.pdf
2.	Seller/Service Provider Registration Using PAN	**Using PAN** https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S2-Seller-and-Service-Provider-Registration-PAN-2023-1679391041.pdf **Using Aadhaar** https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S3-Seller-Registration-Aadhaar-2023-1679391061.pdf
3.	Profile Updation (Seller/Service Provider)	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S4-Seller-Profile-Updation-March23-1681223992.pdf
4.	Secondary User Creation	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S5-Secondary-Seller-Creation-April23-1681224020.pdf
5.	Overview of Dashboard – Seller/Service Provider	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S6-Overview-of-Seller-Dashboard-1679918307.pdf
6.	Vendor Assessment	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S7-Vendor-Assessment-March23-1681224045.pdf
7.	Bid Participation Services	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S22-Bid-Participation-Services-1679992774.pdf
8.	Earnest Money Deposit (EMD) Process	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/S24-EMD-Requirements-Seller-1679992877.pdf
9.	Bill of Quantities [BoQ] – Seller	https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-BOQ-2023-1-1680519938.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

ASSISTANCE TO BIDDERS

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

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

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

Helpdesk Outbound No's: 07556681401, 07556685120, 01169095625

2. INSTRUCTIONS TO BIDDER

2.1 The tender shall be submitted in two parts:

Part I	:	Technical Proposal **(To be submitted Online and Offline)**
Part II	:	Financial Proposal **(To be submitted online only)**

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

2.3 WAPCOS Limited desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited defines, for the purposes of this provision, the terms set forth below:

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;

iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

WAPCOS Limited will have the right to inspect the bidders of their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4 The Contract shall be governed by each SECTION OF TENDER DOCUMENT, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.

2.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/ modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.

2.6 WAPCOS Limited reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract.

2.7 The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.

2.8 Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

2.9 **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit of ***Rs. 20,000/- (Rupees Twenty Thousand Only)(Refundable)*** in favour of WAPCOS Ltd payable at Gurugram, Haryana shall be submitted only in the following forms:

- Through RTGS/ NEFT in the name of WAPCOS Limited, Name of Bank: Indian Overseas Bank, Bank Account Number: 193502000000282 and IFSC Code: IOBA0001935
- Banker's cheque of a Scheduled Commercial Bank/ Nationalized bank only.
- Demand Draft of a Scheduled Commercial Bank/ Nationalised Bank only.

- Fixed Deposit Receipt (FDR) of a Scheduled Commercial Bank/ Nationalized bank only in the name of WAPCOS Ltd.

The EMD of unsuccessful tenderer(s) will be refunded without interest after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted.

The successful Tenderer shall accept the LOI within 15 (Fifteen) days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

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

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

i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
ii. Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
iii. EMD shall not carry any interest.

2.10 **TENDER FEE:** Rs. 1500/- (Rupees One thousand Five Hundred only).

- Through RTGS/ NEFT in the name of WAPCOS Limited, Name of Bank: Indian Overseas Bank, Bank Account Number: 193502000000282 and IFSC Code: IOBA0001935
- Demand Draft of a Scheduled Commercial Bank/ Nationalised Bank only.

2.11 **COST OF TENDERING:** The Bidder shall bear all costs, including the Fee payable to e-procure/eGem& WAPCOS, associated with the preparation and submission of the bid as well as costs associated for facilitating the evaluation. WAPCOS Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

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

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

SECTION – III

SELECTION AND QUALIFYING CRITERIA

SELECTION AND QUALIFYING CRITERIA

1. **QUALIFYING CRITERIA**

1.1 The bidder should be an Indian Registered Company under Companies Act 1956/ 2013/Registered Proprietorship Firm/ Registered Partnership Firm.

1.2 **Technical Capacity:**

(i) **Similar works** means carrying out Hydrographical and Topographic survey for Ports & Harbours.

(ii) The bidder should have satisfactorily completed the following works in the last 7 years ending previous day of the last day of submission of the bids:

- **Three (3)** similar works costing not less than **Rs. 4.0 Lakhs** as Project Cost.

OR

- **Two (2)** similar works costing not less than **Rs. 5.0 Lakhs** as Project Cost.

OR

- **One (1)** similar works costing not less than **Rs. 8.0 Lakhs** as Project Cost.

(iii) The past experience in similar nature of work should be supported by Completion Certificate(s)/ LOI(s)/ Work Order(s) from respective Owner(s)/ Client(s).

For the work experience/executed works for private clients by the bidder, the completion certificate shall be supported with copies of corresponding TDS Certificate. In case of mismatch in value in TDS certificate and completion certificate, then valve mentioned in TDS certificate will be considered during evaluation.

1.3 **Financial Capacity:**

(i) **Turnover:** Average annual financial turnover of the firm should be at least **Rs. 5.0 Lakhs** during the immediate last 3 consecutive financial years ending 2025-26. This should be duly audited by the Chartered Accountant. ***UDIN OF THE CERTIFICATE FROM THE CHARTERED ACCOUNTANT SHOULD BE MENTIONED.*** Annual turnover certificate without UDIN will not be considered and the bid of the bidder may be rejected.

(ii) **Solvency:** The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate from a Scheduled Commercial bank/ Nationalised Bank with details of Financial Status i.e. Name of the Banker & Current Solvency from Banker for a sum of at least **Rs. 4.0 Lakhs** in Original.

Submission of a Solvency Certificate shall not be mandatory for bidders registered as Micro, Small and Medium Enterprises (MSMEs). In lieu of the Solvency Certificate, the bidder may submit any one of the following documents issued by a Scheduled Bank or Nationalized Bank, as applicable, for assessment of its financial capability:

a) A Banker's Certificate indicating the bidder's general creditworthiness; or

b) A Valid Credit Line issued by the Bank; or

c) A Sanction Letter issued by the Bank.

The above documents shall be considered sufficient for evaluating the financial capability of eligible MSME bidders.

The above relaxation applies only to MSME bidders. Non-MSME bidders have to submit the solvency certificate as per tender requirements.

The valid solvency certificate shall be submitted in original and during the tendering process will be confirmed from the issuing bank either in person or through official e-mail id of the issuing bank's branch. The certificate should carry the name, designation and power of attorney number of the bank official.

(iii) **Profit/ Loss:** The Bidder should not have incurred any loss in more than 2 years in last 5 financial years. This shall be attested by the independent chartered accountant. ***UDIN OF THE CERTIFICATE FROM THE CHARTERED ACCOUNTANT SHOULD BE MENTIONED***. Profit/ Loss certificate without UDIN will not be considered and the bid of the bidder may be rejected.

(iv) Bidder should not be blacklisted/ debarred by any Central Government/State Government/ Semi Government Department/ PSU.

1.4 **Personnel Requirement**

The bidder shall deploy the following personnel:

S.No.	Designation of Key Experts	Qualifications	No. of Experts
1.	Team Leader cum Hydrohraphic Survey Expert	Should be Graduate in Survey/ Diploma/ Degree in Civil Engineering. Higher qualification in relevant field will be preferred. Also, he should having minimum 10 years of experience in leading the team, Hydrographic survey and its analysis, preparation of Survey charts, Knowledge of Hypack Software, Calculation of Dredging Quantity for Inland waterways/port project.	1
2.	Hydrographic Surveyor/ Topographic Surveyor	Should be Graduate in Survey/ Diploma/Degree in Civil Engineering. Higher qualification in relevant field will be preferred. Also, he should having minimum 8 years of experience in the field of Hydrographic survey and its analysis, preparation of Survey charts, Knowledge of Hypack Software, Calculation of Dredging Quantity	1

		related Inland waterways/port project. Also experience in the field of collection of data of topographical features and its analysis Topographic Survey, and processing of survey charts.	

1.5 Opening of price bid will be considered for only those bidders who have fulfilled all the above mentioned eligibility criteria (deemed technically qualified).

2. ONLINE TECHNICAL BID SUBMISSION

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

The Technical Bid shall be uploaded with scanned copies of following documents. The signatures shall be in blue ink. All the documents must be signed by the authorised signatory along with the stamp of the bidder and serial wise as stated below along with check list and clearly marked page no. on each page. Any Bid with any of the Documents not so signed and stamped is liable to be rejected at the discretion of WAPCOS Limited. (MANDATORY).

S.No.	Particulars	Page No. of Technical Bid
1.	**FORM I** – Covering letter on the letter head of the bidder.	
2.	**FORM II** – Power of Attorney to sign the Tender in original on stamp paper.	
3.	Scanned copy EMD in the format mentioned in Tender Document	
4.	**FORM III** – Organisation Profile. Following certificates shall be attached with this Form: 1. Certificate of Incorporation/ Registration of the firm. 2. GST Registration Certificate. 3. Permanent Account Number (PAN No.). 4. EPFO Registration Certificate. If not available then undertaking shall be provided with reason for non-availability of EPFO Certificate.	
5.	**FORM IV** – Details of similar type of work executed during last seven years indicating the value of works meeting the minimum eligibility criteria as per **Clause 1.2 (ii)** of Section III Selection and Qualifying Criteria of the Tender Document	
6.	**FORM V** – Annual Turnover for Last 3 (Three) years ending on the financial year 2025-26. **UDIN of the certificate from the chartered accountant should be mentioned.**	
7.	Audited Balance Sheets for Last 5 (five) years ending on the financial year 2025-26.	
8.	**FORM VI** – Profit and Loss statement for Last 5 (Five) years ending on the financial year 2025-26. **UDIN of the certificate from the chartered accountant should be mentioned.**	
9.	**FORM VII**– Solvency Certificate on Bank's Letter Head	
10.	**FORM VIII** – Declaration by the bidder on the letter head of the bidder.	
11.	**FORM IX** – No Conviction Certificate on the letter head of the bidder.	
12.	**FORM X** – No Deviation Certificate on the letter head of the	

	bidder.	
13.	**FORM XI** – Undertaking regarding Blacklisting/ Non – Debarment on the letter head of the bidder.	
14.	**FORM XII**– Covering Letter for Integrity Pact on letter head of the bidder.	
15.	**ENCLOSURE I –** Integrity Pact on Rs. 100 stamp paper.	
16.	Curriculum Vitae of Key-Experts Curriculum Vitae of **Experts** as mentioned at **Clause 1.4** of Section III Selection and Qualifying Criteria of the Tender Document as per format is to be submitted. Any Bid without CVs of all experts as mentioned in the bid document will be liable to be rejected at the discretion of WAPCOS Limited.	
17.	Tender document including any Corrigendum/ addendum issued **signed by the authorised signatory and stamp of the bidder shall be submitted online only.**	

The above mentioned technical bid uploaded online only the hard copy of the technical bid would be submitted for reference purpose only. The EMD, if issued in the form of Demand Draft shall be submitted in hard copy to Additional Chief Engineer (PH &IW), Room No. C – 33 WAPCOS Limited, 76-C, Sector-18, Institutional Area, Gurugram (Haryana) – 122015 on or before **as date indicated in NIT** (courier/ speed post /hand delivery only). ***If the EMD is not received on or before* as date indicated in Gem *the bid of the bidder will be rejected.***

3. ONLINE FINANCIAL BID SUBMISSION

The bidder shall upload its financial proposal online consisting of:

- Annexure I – Financial Bid Submission Form
- Annexure II – Financial Bid

Rate quoted by the bidder shall be inclusive of GST.

NOTE: Financial bid shall be submitted online only. No hard copy shall be submitted. If the hard copy of financial bid is submitted with the Technical bid, the bid of the bidder will be rejected.

4. CRITERIA FOR EVALUATION

4.1 EVALUATION OF TECHNICAL BID

The bidders should meet all the eligibility criteria as mentioned above at **Clause no. 1 & 2** of Section 3: Selection & Qualifying Criteria of this tender document. Bidders who do not meet the eligibility criteria will not be considered for financial evaluation and their financial bids will not be opened.

4.2 EVALUATION OF FINANCIAL BID

Financial bids of only technically qualified bidders will be opened and evaluated for any deviation from the tender conditions. Financial bids with any deviation from the tender conditions will be out rightly rejected.

After closing of Technical & Financial Bid process, WAPCOS Ltd. will award, the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest **i.e. L1 bidder.**

5. **OPENING OF FINANCIAL BID**

The financial bids will be opened only for the technically qualified bidders at the notified date & time mentioned in NIT.

6. **ADDRESS OF COMMUNICATION**

Additional Chief Engineer, Room No. C – 33, WAPCOS Limited, 76-C, Sector-18, Institutional Area, Gurugram, Haryana – 122015. Phone No.: +91-124-2397395 / 2348028 / 2397388. Email: ports@wapcos.co.in/wapdelhi@rediffmail.com

7. **BID VALIDITY**

a) The bid should be valid for a period of **90 days** after the last date fixed for submission of bid including the extension(s) given, if any.

b) The last date for submission of bid shall be reckoned from the last extension of bid, if any.

c) In exceptional circumstances, prior to expiry of the original bid validity period, Client 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 may refuse the request without forfeiting his bid security. 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.

8. **POWER OF ATTORNEY**

Power of Attorney on stamp paper **issued after the published date of the NIT**, authorizing the person signing the tender documents to sign documents, make corrections/ modifications and interacting with WAPCOS Ltd. and acting as the contact person shall be submitted along with technical bid.

9. **SUBMISSION OF TECHNICAL BID (OFFLINE)**

The Bidder shall follow the procedure as indicated below:

a) **Envelope 1:** Original EMD and Tender submission fee in the form of Demand Draft in separate sealed envelope clearly labelled as “EMD” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.

b) **Envelope 2:** All the documents in ORIGINAL, mentioned above at Clause 2 of Section 3: Selection & Qualifying Criteria of this tender document for Technical Bid i.e. at Sr. No. (1) to (21) along with checklist & page numbering (MANDATORY), Signed & Stamped on Each Page in separate sealed envelope clearly labelled as “TECHNICAL BID” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

c) TECHNICAL BID shall be wrapped in an envelope consisting of Envelope 1 and Envelope 2 and addressed to Additional Chief Engineer, Room No. C – 33, WAPCOS Limited, 76-C, Sector-18, Institutional Area, Gurugram, Haryana – 122015. Duly superscribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. ***The financial bid is not to be submitted physically. However, the same is only to be uploaded online.***

d) No responsibility will be accepted by WAPCOS Limited for the misplacement or premature opening of a tender/ Bid, not sealed or marked as per aforesaid instructions.

e) The last date for submission of completed tenders/ Bids is given in the NIT. WAPCOS Ltd. may, at their discretion, extend this date for the submission of tender by amending the Bid Documents, in which case all rights and obligations of WAPCOS Ltd. and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of tender.

f) Technical Proposal shall be submitted by hand or through registered post or courier service at the address mentioned in the NIT. WAPCOS Limited shall not take any cognizance and shall not be responsible for delay/ loss in transit or non-submission of the tender in time.

g) Technical Proposal sent telegraphically or through other means of transmission (Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. The bidder shall make their own arrangement for boarding, lodging, travel, transportation equipment, labourers, local transport, insurance etc. required for this work and shall include cost in their offer till the completion of project in all respect.

2. WAPCOS at its discretion may alter the quantum of work specified in the BoQ.

3. Time is the essence of the contract.

4. **Liquidated Damages:** If the Firm fail to complete the work under contract by the stipulated date/ extended date, the Firms shall pay penalty at the rate of 0.1 percentage of the contract value per calendar day for the respective project, from the date of delaying the said work up to the date of completion and handing over to the Government. The penalty shall be maximum 10% of the contract value for the work. This clause will not be applicable to the consultant for delays caused by reasons beyond the control of the firm.

5. The tender will be awarded to the bidder whose price will be the lowest overall **i.e. L1 Bidder.**

6. The successful bidder has to commence the work (including mobilization) within 7 days from the LOA by WAPCOS Limited.

7. **Permission/ Authorization:** It shall be the responsibility of the consultant to seek and obtain, well in time, necessary permission of authorization from concerned local or other offices and/ or individual property owners etc. to approach, enter, measure, level, place instruments and equipment etc. as may be required to carry out the assignment. However, necessary authorization and assistance in getting permission may be extended by WAPCOS at its discretion.

8. **Supervision:** The consultant shall provide at all times access to and facilitate inspection and supervision of the works and records for the authorized personnel of WAPCOS.

9. **Responsibilities of the Consultant:** The consultant shall be solely responsible for following sound technical and other methods and practices, accuracy of the equipment, and field work. The contractor will be held responsible for any defect/ delay in the project.

10. **Data Collection:** Data required for carrying out the scope of work shall be collected by the consultant.

11. Incomplete tender or tender received after the last date shall not be considered under any circumstances.

12. WAPCOS shall possess all rights to terminate the work order of the firm if the job/ work carried out by the firm is found unsatisfactory.

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

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

14. **Performance Security:** The Bidder, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the Contract amount / Work order. This guarantee shall either be in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from a commercial scheduled bank/ Nationalised Bank payable at New Delhi/ Gurugram. This shall be returned after successful completion of the project.

15. **Security Deposit:** The security deposit shall be collected from the running bills of the bidder at the rate of 2.0% of the gross amount of each running and final bill. This shall be returned after successful completion of the project.

16. **Variation:** It may be noted that while the estimated quantities of work given in the schedule has been estimated as realistically as possible, but any variation in the quantities arising may be incorporated, upon approval of Engineer in charge of WAPCOS Limited upto maximum of +/-20%, at the same rate quoted by the bidder in the Price Schedule during tendering process.

17. **Deliverables**

S.No.	Activity	Timeli
1.	Inception Report/Mobilization	7 days from date of award
2.	Hydrographic Survey Charts and Survey Data	15 days from the date of awards
3.	Draft Survey Report	21 days from the date of awards
4.	Final Survey Report	28 days from the date of awards or Within 5days from the receipt of the comments on draft survey report

Nate: Working calculation/analysis should be submitted in the excel/editable format.

18. **Financial Conditions**

18.1 The payment shall be made as per actual Milestones at the rates accepted by WAPCOS.

18.2 **TERMS OF PAYMENT:**

S.No.	Activity	Payment
1	On submission and approval of Inception Report	20 percent
3	On submission and approval of Draft Survey Report	30 percent
4	On submission and approval of Final Survey Report	50 percent

18.3 **Payment will be made to the successful firm on back to back basis i.e. after receipt of payment to WAPCOS Limited from the client i.e Paradip Port Authority. Consultant will have no right for interest on payment if delayed.**

18.4 "The Associate/ Sub-consultant/ Sub-Contractor acknowledge that under the present Contract/ Agreement/ Work Order/ Arrangement, WAPCOS is only working as intermediary between **Paradip Port Authority** being Principal Employer/ Client and Associate/ Sub- consultant/ Sub-Contractor. Thus the Associate/ Sub• consultant/ Sub-Contractor

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

19. In no case subletting of the full or part of the work shall be allowed after submitting the bid. However in special cases subletting may be permitted by EIC at his discretion, for which the consultant shall inform him well in advance for approval. If any such case of subletting without approval comes to the notice of WAPCOS, NO PAYMENT FOR THAT PART OF THE WORK SHALL BE MADE.

20. The Consultant shall be solely responsible for safety of his workmen and to provide them adequate necessary equipment etc. and shall ensure to have all his workmen properly covered under the Standard and Registered Insurance company policies for any injuries, losses etc. to his workmen. WAPCOS shall not be liable for any injury or loss of life of the Contractor's personnel. The Contractor shall ensure to provide required transport uniform, safety shoes and safety gadgets facilities to his workmen. If the Contractor fails to supply any safety equipment etc. to his workmen he shall be solely responsible and liable at all times.

21. **Blacklisting:** 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 **XI.** 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.

22. **Settlement of Disputes:**

I. GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES

Governing Law: This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

Exclusive Jurisdiction: Subject to prior exhaustion of the internal dispute resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non convenience, place of suing, or inconvenience.

Exclusion of arbitration & consensual ADR: The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where

statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated below.

The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

II. STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

Tier-I: Dispute resolution by Engineer-in-Charge (EIC)

a) **Notice of Dispute:** Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

b) **Contents of Notice:** The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularized notices shall be summarily rejected without prejudice to WAPCOS.

c) **EIC's Decision**: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

d) **Binding Effect:** The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-ll is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

Tier-II: Departmental Review Committee (DRC)

a) **Constitution:** A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.

b) **Review Process:** The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

c) **Decision & Finality:** The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

Tier-III: Mandatory Pre-Litigation Mediation

a) **Obligation to Mediate:** Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

b) **Mediation Parameters:** Mediation shall be conducted by a mediator empaneled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

c) **Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

III. CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

a) **Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.
b) **Mandatory Pleadings:** Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-Ill requirements. Failure to do so shall render the plaint liable to rejection.
c) Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

IV. GENERAL PROVISIONS

a) **Severability:** If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.
b) **Amendment:** This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.
c) Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

23. WAPCOS reserves the right to reject/ cancel the tender without assigning any reason thereof.

24. **Force Majeure**

For the purpose of and within the scope of the contract by way of indication and not of limitation the terms `Force Majeure' as employed herein shall mean acts of God, strikes, lockups or other industrial disturbances, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lighting, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either party and which by exercises of due care and diligence neither party is able to prevent or overcome. Should the occurrence of Force Majeure last more than 45 days, both parties have the right to cancel the contract. In such a case, the Consultant will be paid for all the work completed or which has been carried out or performed to the time.

25. **PREFERENCE TO MAKE IN INDIA**

(i) The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017 - Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of

the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%.

(ii) Verification of Local Content

a. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at with the local value addition is made.
b. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

26. **RULE 144 (xi) IN GENERAL FINANCIAL RULES (GFRs) 2017**

(i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

(ii) "Bidder "(including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iv) The beneficial owner for the purpose of 1.4.2.(iii) above will be as under:

a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means;

Explanation:

- "Controlling ownership interest" means ownership of or entitlement to more than twenty- five per cent of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

27. SUSPENSION / TERMINATION

Suspension or Termination for Convenience

WAPCOS shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14(fourteen) days to the Agency. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

Termination Due to Agency's Default

WAPCOS, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Agency may issue a notice to the Agency, stating the intention of WAPCOS to terminate the Contract:

- Commits a breach of its obligations under the Contract;
- Abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- Fails to adhere to the Specifications and/or Variations in terms of the Contract;
- or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Agency has been made by a Court of
- Competent jurisdiction, except voluntary change in partnership/
- constitution of Agency’s organization (if a partnership/ Company) or liquidation for the Purpose of amalgamation or reconstruction subject to WAPCOS’ acceptance to Continue the Contract with the reconstituted firm/company;
- Gives any warranty or makes any representation under the Contract which is Found to be false or misleading;
- fails to furnish or renew the Contract Performance Bank Guarantee;
- Commits any default under any Applicable Law.

28. **Amendment**

Any amendment, variation and / or modification to the Contract will be effective only if such amendment is made in writing and has been executed by each of the Parties.

SECTION – V

SCOPE OF WORK

SCOPE OF WORK OF THE PROJECT

1.0 Background

Paradip Port Authority has appointed WAPCOS as a consultant for preparation of a Techno Economic Feasibility Report (TEFR) for the development of a world-class cruise terminal near Puri, Odisha to promote cruise tourism and enhance passenger facilities

1.1 Location Details

The proposed Cruise Terminal is near to the city of Puri, Odisha. The exact location will be provided to the successful bidder.

2.0 SCOPE OF WORK

2.1 Hydrographic Survey: 5.5 Sq.km

2.1.1 Brief Scope of Work

(i) Establishing vertical control (accuracy +0.1m) and establishing bench mark (accuracy + 5 millimeters) at suitable interval. [Transfer of Bench Mark/datum w.r.t. MSL]
(ii) Establishing horizontal control and marking selected points on the shore at suitable intervals. (accuracy +1m)
(iii) HTL and LTL should be clearly marked. Special features like drains, ghats, embankments, spurs, rocky outcrops, hard clay banks etc. should also be marked when encountered. Soundings shall be reduced to chart datum (C.D.)
(iv) Preparation and supply of charts and survey reports in hard copies as well in electro-magnetic form. The survey charts shall be digitized contour map (with interval of 1 m) of the harbour within the shoreline.
(v) To provide any clarifications/justification required by client during the acceptance of report for the work carried out by the bidders.

2.1.2 Details to be collected [other than soundings (Depth)

Water Level observations during the period of survey

Apart from the above the contractor shall also carry out 24 hrs. Tide level observations for the period of survey to reduce the soundings to chart datum (CD).

2.1.3 Technical Specifications

Establishment of Bench Mark

The levels shall be on the basis of GTS benchmarks in the vicinity. The contractor shall transfer the benchmark to the site. All levels shall be related to MSL. New Benchmark shall be established either on existing abutments, jetties or other monoliths which shall meet the stability requirement for benchmarks specified by Survey of India. Alternatively, new benchmark of suitable type shall be built to survey of India standards. Value of benchmarks shall be established to accuracy better than $\pm$ 5 millimetres.

Establishment of Horizontal control and marking the selected points on shore

Horizontal control established shall be properly connected to nearby G.T.S. or other points approved by Engineer-in-Charge.

Establishment of Vertical Control

The vertical control shall be established with suitable water level gauges and/or GTS Bench Marks within or near the survey area and simultaneous tidal observations shall be taken to reduce the soundings to a recoverable or approved Chart Datum (C.D.). Sites of water level gauges should be carefully selected to ensure the free flow of water levels to and from the gauge locations. Approval of the site engineer should be obtained for the location(s) of the water level gauge(s). The C.D. of the survey shall be same as the C.D. of the existing largest scale Naval Hydrographic Chart of the area. The C.D. shall also be verified with previous surveys undertaken in the area. C.D. shall be connected with the Bench Mark established at the site. For vertical control and determination of Chart Datum, levelling between benchmarks and to determine water level gauge zero etc. The levelling accuracy shall be $\pm$ 0.10 m. For recording of water levels, water level gauges shall be erected at approved locations. The water levels shall be recorded at interval not more than 15 minutes. However, time and height of low water shall be accurately determined.

Carrying out Soundings

The sounding data shall be recorded and reported at an interval of 50m grid. Soundings shall be carried out using suitable equipment which yield accuracy of $\pm$0.10 m or better. Relevant environmental parameters which effect accuracy of echo sounding shall be measured regularly and appropriate correction shall be applied. 'Bar Checks' shall be carried out daily before commencement and after completion of days work. Bar Check equipment/tackle and its calibration shall be got approved from Engineer-in-Charge.

Position Fixing

For position fixing the contractor shall use a suitable position fixing equipment with horizontal positional accuracy of $\pm$ 1 m. The contractor may however propose alternative position fixing system that meets above mentioned positional accuracy, provided at least 3 lines of position can be used to determine position. The position fixing system shall be calibrated against a most accurate system or a fixed base line before deployment to the satisfaction of Engineer-in-Charge. While taking soundings vessel shall be moved at a slow speed (not greater than 3 knots).

Reporting

(i) A survey report in triplicate describing the conduct of the survey along with a soft copy and all observed data, alongwith original records viz. calculations field books, measurement books etc. shall be submitted to

WAPCOS Ltd. The data furnished shall be adequate to re-plot the survey chart independently on the basis of these documents.

(ii) The charts shall be plotted at 1:5000 scale or any other scale as directed by Engineer-in-Charge showing soundings at 5.0m intervals. U.T.M. grid and geographical grid shall be marked on the chart as per normal cartographic practice. Soundings shall be shown in meter (m) and decimeters and shall be reduced to Chart Datum. On the chart the soundings shall be marked duly showing high water and low water lines, delineation of shoals, symbols and legends, Northline etc. As the area covered shall be in more than one chart, the contractor shall provide a single chart (Index Map) in triplicate. All charts/maps should display reference to the ground station and datum based on which the controls are fixed and shall indicate date/time of surveys and name of person in-charge carrying out the surveys.

(iii) Master copy of the each chart/map shall be provided on stable film (RTM) along with three hard copies and one soft copy on Compact Disc in a format compatible with AUTOCAD.

2.2 Topographic Survey : 0.5 Sq.km

2.2.1 Brief Scope of Work

(i) Establishing Bench Mark
(ii) Establishing horizontal and vertical controls
(iii) Carrying out leveling/ traversing and mapping
(iv) Reporting and charting
(v) Furnishing any clarifications required by client during the process of acceptance of the reports
(vi) Topographic surveys of the area

2.2.2 Technical Specifications

Topographic Survey map preferably to a scale of 1:5000, of the land adjacent to harbours area should be prepared. The plan should clearly show dry weather channels, with shoals and channels, embankments, shoreline, buoys, creeks, etc. Plan should also show all important structures like bridges, culverts, weirs, etc. Important towns/ villages located in the area covered in the plan may also be marked in the same plan. The contractor shall deploy a suitable traversing equipment to undertake survey with vertical accuracy of $\pm$ 0.1 m and horizontal accuracy of $\pm$ 1 m. However, at least 3 lines of position should be used to determine location.

The contractor shall accurately delineate the various existing physical features such as high water and low water line creeks, buoys, existing structures and road, hillock, houses, important town, villages en-route, roads, railways,

embankments, bridges, landmarks, location of gauge discharge stations, rain gauge stations, critical locations to be protected, location of bed/suspended sampling points etc. within the survey area and also mark important physical features which are adjacent to the survey area; important for orientation at the

site as per directions of Engineer-in-charge. An index map covering all these features shall be included in the report.

Reporting

i. The contractor shall submit survey reports as per specification laid down. However, the contour shall be marked at an interval 1 m on the survey charts.
ii. Survey maps shall be plotted at 1:5000 scale showing GTS bench marks and other important land marks with a contour interval of 2.0 m along shore area and 5.0 m intervals in the hilly area. An Index Map (Single Chart) showing entire area of survey and the physical features mentioned above shall also be prepared and submitted in triplicate along with soft copy as specified.
iii. The contractor shall also integrate the topographic survey map with hydrographic survey.

Data Submission

- Raw data: RAW, EDIT, SORT files, levelling CSV, ADCP files.
- All AutoCAD (.dwg) files.
- Photographs of features with GPS coordinates.

SECTION – VI

FORMS

FORM I
COVERING LETTER
(On Letter head of the bidder)

From: Bidder's Name and Address

To
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

Subject: Submission of bid for Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha

Sir,

1. We,……. (Name of the Firm), having examined the Tender Document and understood its contents, hereby submit our Technical Proposal for **Carrying out "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"**

2. I/ We hereby certify that all information provided in the Technical Proposal including Addenda and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.

3. I/ We shall make available to WAPCOS Limited any additional information it may find necessary or require to supplement or authenticate the Technical Proposal.

4. I/ We confirm that our bid shall be valid for 90 days from the date of opening of tender.

5. I/ We acknowledge the right of WAPCOS Limited to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/ We also certify the following:

   a) I/ We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind

   b) I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

7. I/ We declare that:

   a) I/ We have examined and have no reservations to the Tender Document, including the Addenda and all corrigenda issued by WAPCOS Limited thereon

b) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

8. We understand that WAPCOS Limited reserves the right to accept or reject any bid and to annul the tendering process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

9. I/ We hereby undertake that we will abide by the decision of WAPCOS Limited in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by WAPCOS Limited in this regard.

Thanking you,

Yours faithfully,

Name and Signature of the authorized person
Designation
Seal of the Firm

FORM II

POWER OF ATTORNEY

(On stamp paper issued after the date of publication of NIT)

Know all men by these presents, we M/S……**(Bidder Firm's Name),** a company registered under the Indian Companies Act, and having its registered office at……..**(Bidder Firm's Address)**, do hereby constitute, appoint and authorize…….**(Name of the authorised person)**, who is presently employed with us and holding the position of……..**(Designation)** as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **"Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"** including signing and submission of all documents and providing information/ responses to WAPCOS Limited in all matters in connections with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

In witness whereof we,.....the above named principal have executed this power of attorney on this.....day of....., 2026.

FORM III
Organization Profile

1.	Name of Bidder	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Legal Status of the bidder (attach copies of original documents defining the legal status) a) An Individual b) A proprietary firm c) A firm in partnership d) A Limited company or Corporation	
5.	Contact Person: Telephone No.: Fax No.: Mobile:	
6.	Type of Organization	
7.	Place and Year of Incorporation with registration number (Attach Certificate of Incorporation/ Registration)	
8.	GSTIN of Firm (Attach documentary proof)	
9.	PAN No. of the Firm (Attach documentary proof)	
10.	EPFO Registration Certificate. If not available then undertaking shall be provided with reason for non-availability of EPFO Certificate.	
11.	Proof of e-GeM registration	
12.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with WAPCOS LIMITED (Attach Authorization Letter)	
13.	Has the bidder or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
14.	**Bank Details** Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Name and Signature of the authorized person
Designation
Seal of the Firm

FORM IV

DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 07 YEARS MEETING THE MINIMUM ELIGIBILITY CRITERIA AS PER CLAUSE 1.2 (ii) OF SECTION III OF TENDER DOCUMENT

1.	Name of Project	
2.	Location of Project	
3.	Work Order/ LOA No. & Date	
4.	Duration of Project	
5.	Brief services provided by the firm	
6.	Client's Name and Address	
7.	Value of Contract/ Consultancy Fee	
8.	Start Date of Work	
9.	Completion Date of Work	

Name and Signature of the authorised person
Designation
Seal of the Firm

Note:

1. Use separate sheets for each assignment
2. Provide Work Order/ LoA/ Completion Certificate for each assignment.
3. For the work experience/executed works for private clients by the bidder, the completion certificate shall be supported with copies of corresponding TDS Certificate. In case of mismatch in value in TDS certificate and completion certificate, then valve mentioned in TDS certificate will be considered during evaluation.

FORM V
ANNUAL TURNOVER

Financial Year	Annual Turnover (in Rs.)
2025 – 2026	
2024 – 2025	
2023 – 2024	

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

Certificate from Chartered Accountant

This is to certify that _____ (Bidder's Firm Name), has received the payments shown above against the respective years.

Name and Signature of Chartered Accountant
Designation
(Seal of the Chartered Accountant Firm)
UDIN:

Note:

Details to be furnished duly supported by figures in Audited Balance Sheets for Last 5 (five) years ending on the financial year 2025-26 duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department.

FORM VI
PROFIT LOSS STATEMENT

Financial Year	Profit/ Loss (in INR)
2025 – 2026	
2024 – 2025	
2023 – 2024	
2022 – 2023	
2021 – 2022	

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

Certificate from Chartered Accountant

This is to certify that above figures have been taken from the audited books of accounts of relevant years.

Name and Signature of Chartered Accountant
Designation
(Seal of the Chartered Accountant Firm)
UDIN:

FORM VII
SOLVENCY CERTIFICATE
(On Letter Head of the Scheduled Commercial bank/ Nationalized Bank)

This is to state that to the best of our knowledge and information, M/S. _____ (Bidder's Firm Name), a customer of our bank is respectable and can be treated as good upto a sum of Rs. _____ (Rupees _____ only)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Name and Signature of the Authorized person of bank
Designation
Power of attorney number of the authorized signatory
Seal of the Bank

FORM VIII
Declaration by the bidder
(On Letter head of the Bidder's Firm)

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

This is to certify that We, M/s._____ (Bidder's Firm Name), in submission of this proposal confirm that:-

1. Our bid is offered taking due consideration of all factors including site information and conditions of each and every proposed location and to execute the work up to the standards as laid out in ITB.

2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.

3. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;

4. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

5. Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.

6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.

7. The information and documents submitted with the proposal by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.

8. We understand that in case any statement/ information/ document furnished by us or to be furnished by us in connection with this proposal, is found to be incorrect or false, our EMD in full will be forfeited and business dealing will be banned by WAPCOS.

Name and Signature of the authorized person
Designation
Seal of the Firm

FORM IX
NO CONVICTION CERTIFICATE
(On Letter Head of the Bidder's Firm)

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

Subject: No-Conviction Certificate for "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"

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

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

Yours faithfully,

Name and Signature of the authorized person
Designation
Seal of the Firm

FORM X
NO DEVIATION CERTIFICATE
(On Letter Head of the Bidder's Firm)

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

Subject: **No Deviation Certificate for "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions 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 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.

Thanking you,

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

FORM XI
UNDE RTAKING REGARDING BLACKLISTING/ NON – DEBARMENT
(On Letter Head of the Bidder's Firm)

Name of Work: **Carrying out "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"**

Ref.: Tender No…… dated……

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

This is to certify that we have taken the cognizance of Blacklisting policy of WAPCOS Limited. Further, we hereby confirm and declare that we, M/S_____, is not blacklisted / De-registered/ debarred by any Government department/ Public Sector Undertaking / Private Sector/ or any other agency for which we have executed/ undertaken the works/ services during the last 5 years.

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

FORM XII
INTEGRITY PACT
(On Letter Head of the Bidder's Firm)

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

Subject: Integrity Pact for "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha"

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully,

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

ENCLOSURE-1

INTEGRITY AGREEMENT

[Will be submitted on non-judicial Stamp paper of Rs.100 duly attested by notary/Magistrate]

This Integrity Agreement is made at_____on this_____day of___2026

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the **'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____(Name and Address of the Individual/ firm/ Company) through_____(Details of duly authorized signatory) (Hereinafter referred to as the **"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. _____) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for_____ (Name of work) hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/ Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

    a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
    b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
    c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(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)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
   b) The Bidder(s)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(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)/Contractor(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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be

responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/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 pact 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 Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

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

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

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

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

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

Place:
Dated:

SECTION – VII

FINANCIAL BID

ANNEXURE – I
FINANCIAL BID SUBMISSION FORM
(on letter head of the bidder)

To,
Additional Chief Engineer
Ports Harbour and Inland Waterways,
WAPCOS Limited, 76C Institutional Area,
Sector – 18, Gurugram,
Haryana – 122015

Dear Sir,

We, the undersigned, offer to provide the consulting services for **"Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha" in** accordance with your Request for Proposal dated_____ and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. _____ (Rupees _____) excluding GST. The estimated amount of GST is Rs. _____ (Rupees_____) which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in RFP.

"No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."

We confirm that:

1. Rate quoted is in lump sum amount for the complete project as per the tender conditions.

2. Rate quoted shall be inclusive of GST on Gem Portal

1. The quoted rates are inclusive of all expenses including all remuneration of personnel's, reimbursable expenses, Transportation expenses, survey vessel hiring charges and equipment charges, out of pocket expenses and any other cost which the bidder may incur during the course of the project.

2. All payments shall be subject to deduction of taxes at source as per applicable law.

3. No escalation on any account will be payable over and above the Total Financial proposal.

4. All payments shall be made in Indian Rupees.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours Sincerely,

Name and Signature of the Authorized Person
Designation
Seal of the Bidder's Firm

Note:

1. Financial Proposal shall be submitted online only and no hard copy of financial proposal shall be submitted. Submission of Financial Bid in Hard Copy will lead to rejection of Bid.

ANNEXURE – II
FINANCIAL BID
(On letter head of the bidder)

Sr. No.	Description Work	Unit	Base Amount in Rs.	GST	Total inclusive of GST
1	Carrying out "Topographic and Hydrographic Survey for Preparation of Techno-Economic Feasibility Report (TEFR) for Proposed Cruise Terminal near Puri, Odisha" as per the scope of work mentioned in the tender.	L.S.			

1. The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document. ***No need to submit Financial Bid in hard copy, Submission of Financial Bid in Hard Copy will lead to rejection of Bid.***
2. Rate quoted is in lump sum amount for the complete project.
3. Rate quoted shall be inclusive of GST on Gem Portal
4. The quoted rate shall take into account all expenses including all remuneration of personnel's, reimbursable expenses, Transportation expenses, survey vessel hiring charges and equipment charges, out of pocket expenses and any other cost which the Consultant may incur during the course of the project.
5. All payments shall be subject to deduction of taxes at source as per applicable law.
6. No escalation on any account will be payable over and above the Total Financial proposal.
7. All payments shall be made in Indian Rupees
8. All payments will be made on Back to Back basis only.