

**DREDGING CORPORATION OF INDIA LIMITED**  
**VISAKHAPATNAM**

DCIL/OPS/NW-16/2024/02

Dated: 30-08-2024

**Addendum / CorrigendumNo-1**

**Name of Work:** Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur (10.5 kms) by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels

**Tender Ref:** 1.DCIL/OPS/NW-16 /2024, Dated:09.08.2024.

Sl.no.	Page No.	Section No.	Clause No.	Original Tender clause	Revised / Modified clause
1.	16	Sec-II	Clause-6.1.2	<b>EMD/Bid Security:</b> Earnest money is acceptable in the form of Bank Guarantee also. In such cases, Earnest money may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 30 days beyond bid validity or more.	<b>EMD/Bid Security:</b> Earnest money is acceptable in the form of Bank Guarantee/ <b><i>Insurance Surety Bond</i></b> also. In such cases, Earnest money may be deposited in shape of Bank Guarantee/ <b><i>Insurance Surety Bond</i></b> of any scheduled bank for the EMD having validity for 30 days beyond bid validity or more.
2.	68	Sec-VI	Clause: 3.1	<b>Performance Guarantee:</b> The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as performance guarantee in the form of either <b>demand draft</b> payable at any nationalized/ schedule bank OR <b>an irrevocable bank guarantee</b> from any nationalized/ schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA).	<b>Performance Guarantee:</b> The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as performance guarantee in the form of either <b>demand draft</b> payable at any nationalized/ schedule bank OR <b>an irrevocable bank guarantee or <i>Insurance Surety Bond</i></b> from any nationalized/ schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA).
3.	69	Sec-VI	Clause: 3.2	<b>Security Deposit:-</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the contract value of the work. Bank guarantee will not be accepted as security deposit.	<b>Security Deposit:-</b> A sum @ 5 % of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the contract value of the work. Bank guarantee will not be accepted as security deposit.

4.	35, & 73	Sec-III, & Sec-VI	<b>Clause-19</b> : ITB.19.2 <b>Clause-12</b> & <b>Appendix to bid &amp; Data sheet</b>	<p><b>Mobilization Time:</b> 4 weeks from the date of issue of Letter of Award / Work Order.</p> <p>And The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order.</p> <p>Existing clause</p> <p>“Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit”</p> <p>And The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order.</p>	<p><b>Mobilization Time:</b> <b>8 weeks</b> from the date of issue of Letter of Award And The contractor shall commence the work at the respective site within <b>8 weeks</b> of the date of the issue of LoA.</p> <p><b><u>Modified clause</u></b></p> <p><b>Date of issue of LOA / Work order shall be regarded as the date for notice for Commencement of work. The contractor shall commence work at the respective site within (08) eight weeks of the date of the issue of LOA. If, the contractor commits default in mobilization of resources and equipment as aforesaid, and commence the dredging, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to impose a penalty of 1% of the contract value per week of delay shall be imposed, up to a maximum of 5% of the contract value or part thereof. Even If, the Contractor still fails to mobilize the resources and equipment at respective site and commence the dredging work within the extended period of five (5) weeks, the Engineer-in-Charge shall have the right, without prejudice to any other rights or remedies, to impose suitable further actions as deemed fit, and forfeit of the Performance Bank Guarantee (PBG) submitted by the Bidder.</b></p> <p><b>The payments shall be made only for the period of actual work done as per table at Cl. 42.1 of the GCC.</b></p>
5.	96 & 97	Sec-VI	Clause-53	<p>The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.</p> <p>The mobilization advance will be interest bearing and the interest @ 10.00% per annum to be calculated on unrecovered mobilization advance, but in no event exceeding the amount</p>	<p>The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.</p> <p><b>Mobilization advance shall be interest free</b></p>

				<p>stated in the Appendix to Bid.</p> <p>Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an unconditional Bank Guarantee from any nationalized / scheduled bank for amount equal to 120% of the advance proposed to be availed in a form and by a bank acceptable to the Employer.</p>	<p>Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an unconditional Bank Guarantee from any nationalized / scheduled bank for amount equal to <b>100%</b> of the advance proposed to be availed in a form and by a bank acceptable to the Employer.</p>
6.	Page No. 61	SECTION – IV	<p>FORM 40: BID CAPACITY</p> <p>SECTION – IV</p> <p>TECHNICAL BID STANDARD FORMS</p>	<p><u>Bid Capacity= [(A*N*1.5)-B], where</u></p> <p>A = Maximum value of works executed in any one year during the last five years ending 31st March 2024 (updated to the current price level), in INR</p> <p>B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited</p> <p>N = No. of years prescribed for completion of works for which bids are invited (i.e. 3.0).</p>	<p><u>Bid Capacity= [(A*N*1.5)-B], where</u></p> <p>A = Maximum value of works executed in any one year during the last five years ending 31st March 2024 (updated to the current price level), in INR</p> <p>B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited.</p> <p>N = No. of years prescribed for completion of works for which bids are invited (i.e. 3.0).</p> <p><b>The 5 % percentage to be used for updating the value of works executed to the current price level.</b></p>
7.	(Page No. 93)	Section VI -	<p>Clause No. 42.3: Payment on Account - General Condition of Contract</p>	<p>The payment is on back to back basis. Payment of the contractor's bills shall be made by the Corporation only in Indian Rupees within 45 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge and upon receipt of payment from IWAI</p>	<p>The payment is on back to back basis. Payment of the contractor's bills shall be made by the Corporation only in Indian Rupees within <b>30 days</b> from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge and upon receipt of payment from IWAI</p>
8				Others	<p>Tentative Quantities for information only and bidder shall be ensured while submitting bid based on information provided by IWAI. Addendum-1</p>

					<p>1) Bhanga to Badrpur</p> <p>I st year – 2.33 Lm3</p> <p>2nd year – 1.74 Lm3</p> <p>3rd Year – 1.74 L m3</p> <p>Ref Cl. No. 4.8 of Section VII Technical and Special Conditions</p>
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**Newly added clause on Pending Litigation and Litigation history and Historical Contract Non-performance:**

Bidder eligibility Criteria :

Section –II (ITB 3.10) Addendum-2

- I. The Bidder shall provide accurate information on the letter head and Form 4P about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last seven years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.
- II. The Employer shall exercise its discretion in evaluating the past performance and litigation, if any, of the bidders with IWAI or any other Central / State / Statutory / Autonomous / Government organization's etc. IWAI reserves the right to satisfy itself and decide in the interest of the project and the organization as per extant Government guidelines.
- III. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

**Historical Contract Non-performance and Pending Litigation and Litigation history:**

Bidder eligibility Criteria			Compliance Requirements				
No	Subject	Requirement	Single Entry	Joint venture where permitted			Submission requirement
				All parties combines	Each member	One member	
Section –II (ITB 3.10)	History of Non-performing contracts	Non-performance of a contract did not occur as contractor since 1st january 2017(past 7 years) (Declaration in this regard has been in corporate in Section –IV Form 4P)	Must meet requirement	Must meet requirement	Must meet requirement or as member to past or existing JV	N/A	Section -IV Form 4P
Section –II (ITB 3.10)	Suspension due to withdrawal pf the bid within bid validity	Not under suspension/debarred / blacklisted based on execution of a bid securing declaration pursual to withdrawal of the bid pursuant ITB 3.10 &3.5 To be furnished by the bidder on its letter head and Declaration in incorporated in Form 4A, Section IV.	Must meet requirement	Must meet requirement	must meet requirement	N/A	To be furnished by the bidder on its letter head.
Section –II (ITB 3.10)	Pending litigation	Bidder's financial position and prospective long term profitability sound and assuming that all pending litigation will be resolved against the Bidder. (Declaration in this regard has been in corporate in Section –IV Form 4P)	Must meet requirement	must meet requirement by itself or as member to past existing JV	must meet requirement by itself or as member to past existing JV	N/A	Section -IV Form 4P
Section –II (ITB 3.10)	Litigation History	No consistent history of court/arbitral award decisions against the bidder 2 since 1st January 2017(Past 7 years)	Must meet requirement	Must meet requirement		N/A	Section -IV Form 4P

## Section IV

### FORM-4P

## Historical Contract Non-Performance, Pending litigation and Litigation History

[The following table shall be filled in for the bidder and for each member of a joint venture]

Bidder's Name:[insert full name] Date:[insert day, month, year]

Joint venture party name:[insert full name]

No. and title :[insert number and title]

Page [insert page number] of [insert total number]pages

Non-performed contracts in accordance with section III, qualification criteria and requirements

Contract non-performance did not occur during the (number) years specifies in section II,

Bidder eligibility criteria ITB 3.10.

Contract(s) not performed during the (number) of years specified in section II, Bidder eligibility criteria ITB 3.10.

Year	Non performed portion of contract	Contract identification	Total contract amount (in Indian rupees)
[Insert year]	[Insert amount and percentage]	Contract identification: [indicate complete contract name /number, and any other identification] Name of employer:[insert full name] Address of employer:[insert street/city/country] Reason(s) for non-performance :[indicates main reason(s)]	[insert amount]

Pending litigation, in accordance with section iii, qualification criteria and requirements

No pending litigation in accordance with section II Bidder eligibility criteria ITB 3.10.

Pending litigation in accordance with section II Bidder eligibility criteria ITB 3.10..as indicated below.

<b>Year of dispute</b>	<b>Amount in dispute{Rupees}</b>	<b>Contract identification</b>	<b>Total contract amount (Rupees)</b>
[Insert year]	[Insert amount]	Contract identification: [indicate complete contract name /number, and any other identification] Name of employer:[insert full name] Address of employer:[insert street/city/country] Matter in dispute:[Indicate main issues in dispute] Party who initiated the dispute :[indicate "Employer "or "contractor"] Status of dispute:[indicate if it is being treated by the adjudicator, under arbitration or being dealt with by the judiciary]	[insert amount]

**Litigation History in accordance with section III, Evaluation and qualification**

- No litigation history in accordance with section II, Bidder eligibility criteria ITB 3.10.  
 Litigation history in accordance with section II, Bidder eligibility criteria ITB 3.10. as indicated below.

<b>Year of dispute</b>	<b>Amount in dispute{Rupees}</b>	<b>Contract identification</b>	<b>Total contract amount (Rupees)</b>
[Insert year]	[Insert amount]	Contract identification: [indicate complete contract name /number, and any other identification] Name of employer:[insert full name] Address of employer:[insert street/city/country] Matter in dispute:[Indicate main issues in dispute] Party who initiated the dispute :[indicate "Employer "or "contractor"] Reason(s) for litigation and award decision(s) [indicated main reason(s)] Status of dispute:[indicate if it is being treated by the adjudicator, under arbitration or being dealt with by the judiciary]	[insert amount]

DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM

REF: DCIL/OPS/NW-16/2024/2

**Dated:30/08/2024**

**PRE BID QUERIES - CLARIFICATIONS**

Name of Work: - , Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur (10.5kms) by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels

**TenderRef:**1.DCIL/OPS/NW-16/2024 DATED :09.08.2024.

Further to above at reference1,it is to inform that the following modifications have been incorporates into tender document.

In connection with the subject tender, the replies to pre bid queries are as under:

**NameofBidder(1/4):M/sKnowledgeMarine&EngineeringWorksLimited.**

Sl. no.	Page No.	Section No.	Clause No.	Tender clause	Pre – Bid Queries	DCI Reply
1.	16	Sec-II	Clause-6.1.2	<b>EMD/Bid Security:</b> Earnest money is acceptable in the form of Bank Guarantee also. In such cases, Earnest money may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 30 days beyond bid validity or more.	Kindly note as per Office Memorandum, No. F/1/1/2022-PPD dated 2nd Feb, 2022 issued by Ministry of Finance, Govt. of India, <b>Insurance Surety Bonds</b> have been included as Security Instrument and are treated equally enforceable and legal instrument as Bank Guarantee. Various Ports like V.O. Chidambaranar Port, New Mangalore Port and NHAI have allowed the bidders to submit the Bid Security/EMD and Performance Security in the form of Insurance Surety Bonds.  <b><u>We thus kindly request you to accept Insurance Surety Bond for the EMD apart from online payment mode or Bank Guarantee.</u></b>	<b>Accepted and revised the clause. Refer Corrigendum no.1</b>
2.	68	Sec-VI	Clause: 3.1	<b>Performance Guarantee:</b> The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as	Request to kindly change the clause as follows:-  <b><u>“The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as</u></b>	



				<p>indicated in the work order as performance guarantee in the form of either <b>demand draft</b> payable at any nationalized/ schedule bank OR <b>an irrevocable bank guarantee</b> from any nationalized/ schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA).</p>	<p><u>performance guarantee in the form of either demand draft payable at any nationalized/ schedule bank OR an irrevocable bank guarantee OR Insurance Surety Bond from any nationalized/ schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA)."</u></p> <p>As mentioned, Insurance Surety Bonds are equally enforceable and legal instrument as Bank Guarantee -</p>	<p><b>Accepted and revised the clause. Refer Corrigendum no.1</b></p>
3.	69	Sec-VI	Clause: 3.2	<p><b>Security Deposit:-</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the contract value of the work. Bank guarantee will not be accepted as security deposit.</p>	<p>Inland waterways Authority of India have called for various tenders for River Ganga Stretch.</p> <p>There is no clause of Security deposit in any of such tenders of IWAI.</p> <p>Kindly note these tenders are very capital intensive wherein huge money is required to procure the equipment's and mobilize the same to the site. Further monthly working capital requirement is huge in these kind of tenders wherein fixed payments for Bank EMI, Fuel expenses, salaries, wages, repairs and consumables are required to be done.</p> <p>In that scenario deducting 10% from the running bills will unnecessary burden the bidders and will block the cash flow which may hamper the project execution.</p> <p>Further, 5% Performance Bank Guarantee is already being given by the Bidder for their performance.</p> <p><b><u>We thus request you to delete the Clause of Security Deposit.</u></b></p>	<p><b>Accepted and revised the clause. Refer Corrigendum no.1</b></p>
4.	35, & 73	Sec-III, & Sec-VI	<b>Clause – 19:</b> ITB.19.2 & <b>Clause-12</b>	<p><b>Mobilization Time:</b> 4 weeks from the date of issue of Letter of Award / Work Order.</p> <p>And</p> <p>...The contractor shall commence the work at the respective site within <b>4 weeks</b> of the date of the issue of work order....</p>	<p>Request to kindly change the clause accordingly.</p> <p><b><i>Mobilization Time: 90 days from the date of issue of Letter of Award / Work Order.</i></b></p> <p>And</p> <p><i>"...The contractor shall commence the work at the respective site within 90 days of the date of the issue of work order..."</i></p> <p>Kindly note no equipment can be mobilized in such shorter period of 4 weeks. Also such kind of equipments are very scarce and are</p>	<p><b>revised the clause Refer Corrigendum no.1</b></p>

				<p>Existing clause</p> <p>“Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit”.</p>	<p>not readily available in the market.</p> <p>One need to import the same either from China or Europe and as per the new export guidelines of China, the export permission itself takes 10-15 working days.</p> <p>Further, the dredger and support vessels will have to sail upstream from the Bay of Bengal, passing through Bangladeshi territory, to reach the project site, which is situated far inland from the nearest sea.</p> <p>Also, IWAI has realized such difficulties in mobilization of equipment’s and have allowed 90 days period for mobilization in its recent tender of Varanasi Ghazipur stretch. Kindly find attached the extracts of the tender for your ready reference.</p> <p><b><u>We thus request you to kindly extend the mobilization period from 4 weeks to 90 days from the date of letter of award.</u></b></p>	
5.	93	Sec-VI	Clause-42	[Kindly add a sub-clause under Clause-42: <b>Payment on Account</b> ]	<p>Kindly add a sub-clause under Clause-42: <b>Payment on Account</b></p> <p><b><u>“Employer shall endeavor to open an Escrow A/c to facilitate payments to the contractor. The money shall be deposited as per the work done and applicable fess/ charges for operating Escrow Account shall be borne equally by DCI and contractor”.</u></b></p>	Tender conditions prevail
6.	96 & 97	Sec-VI	Clause-53	<p>The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.</p> <p>The mobilization advance will be interest bearing and the interest @ 10.00% per annum to be calculated on unrecovered mobilization advance, but in no event exceeding the amount stated in the Appendix to Bid.</p>	<p>We hereby request following :-</p> <ul style="list-style-type: none"> <li>• Mobilization advance should be interest free.</li> <li>• The amount of Advance Payment shall be 10% of the Contract Price on submission of bank guarantee or Insurance surety Bond equivalent to 100% of the advance amount.</li> </ul> <p>The said request is being made as the same is allowed in all the IWAI tenders of River Ganga and NW-1 stretches.</p> <p>IWAI has never asked for interest for the advance payment in any of its tenders.</p> <p>Further, we are not able to understand why 120% of the advance payment is being asked as it has never been asked by IWAI in any of its tenders.</p> <p>IWAI in all its tenders have asked for bank guarantee of 100% of the advance payment.</p>	<p>Accepted and revised the clause</p> <p><b>Refer Corrigendum no.1</b></p>

				Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an unconditional Bank Guarantee from any nationalized / scheduled bank for amount equal to 120% of the advance proposed to be availed in a form and by a bank acceptable to the Employer.	We once again reiterate, these projects require huge working capital and are very capital intensive, unnecessary burdening the bidder will hamper the project execution.	
7.	96 & 97	Sec-VI	Clause-53	The recovery of mobilization advance shall commence from 2nd Interim Payment Certificate or 90 days from the date of payment of mobilization advance whichever is earlier. The recovery would be @ 12.5% of the gross value of works claimed in the bill to ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed.	Request to kindly amend the clause as follows:- <b><u>Repayment of Advance Payment:</u></b> <b><u>The advance shall be recovered in 24 months (in equal tranches) from the monthly Running Account bills submitted from the 6th RA Bill from the Date of Commencement of Works irrespective of the RA bill amount.</u></b>  We request you to kindly refer IWAI NW-1 tenders wherein the advance payment clause is similar to above change requested.	Tender conditions prevails
8.	-	-	-	Others	We request you to kindly give us the estimated quantity to be dredged in a period of 3 years contract duration from Bangladesh border to Dhubri and from Dhubri to Jogighopa./ Jogigopa to Pandu/ Barak river	Tentative Quantities provided for information only and bidder shall be ensured while submitting bid based on information provided by IWAI. Ref Cl. No. 4.8 of Section VII Technical and Special Conditions of tender document. <b>Refer Addendum no.1</b>

**Name of Bidder (2/4): M/s Reach Dredging Ltd**

Sl. No.	Section No. Clause, Sub Clause No and Page No.	Tender clause	Pre – Bid Queries	DCI Reply
1	Clause No.: 6.1.5 of SECTION – II (ITB); Page No. -16 of 136	The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.	We request you to return the EMD of unsuccessful Bidders within a week of Financial Bid Opening. Please Confirm.	<b>Tender conditions will prevail</b>
2	Clause No.: 10 of ITB; Page No.: 23 of 136	Power of Attorney, Joint Bidding agreement, Integrity Pact and Bank guarantees in originals as applicable shall be posted/submitted so as to reach DCI Address before the due date without which the bid shall be considered irresponsive and shall be rejected.	We request you to provide a gap period of at least 02 (two) days between online submission of bid documents and physical submission of said documents mentioned in the referred clause.	<b>Tender conditions will prevail</b>
3	Clause No.: 16.2.4 of ITB; Page No.: 30 of 136	Tender is floated with 01 schedule. The work shall be awarded to lowest quoted bidder in aggregates for all schedules in case entire work is awarded.	If few Bidders quote for 01 (One) stretch of NW-2 & few Bidders quote for all stretches of NW-2. Then please clarify the process of awarding the lowest quoted bidder.	<b>Tender conditions prevail</b> All are individual tenders.
4	Clause -9 (V) of SECTION – III (Data Sheet); Page No. -34 of 136	Estimated Cost (for three years):- <del>NW-16</del> NW-16 Rs. 44.08 Crs Excluding GST	In this context, we would like to acquaint you with the fact that the "Offer Price" Sheet of the "GEM PORTAL" clearly states that the Bid Price must be quoted including GST. This clearly contradicts the said Clause of Tender Documents. Please Clarify	GEM portal quote should be including GST as per practice, however estimate indicated without GST is only for reference <b>Tender conditions prevail</b>
5	Clause No.: 3 of GCC; Page No.: 69 of 136	<b>Security Deposit</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the contrac	Were request you to amend the said Clause as follows:-  A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the contract value of the work. Bank guarantee will not be accepted as security deposit.  Please Confirm.	Accepted and revised the clause  <b>Refer Corrigendum no.1</b>

		<p>tvalueofthework.Bank guaranteewill not be accepted assecuritydeposit.</p>		
6	<p>Clause No.:12 ofGCC;PageNo.:73 of136</p>	<p>Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.</p> <p>Existing clause</p> <p>“Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit”.</p>	<p>We are of the opinion that the period of mobilization of 04 (Four) weeks is too brief considering the fact that Cutter Suction Dredgers needed to be shifted from far off places. Therefore, we request your good self to extend the mobilization period from 04 weeks to at least 48 Days to enable sufficient time for mobilization.</p>	<p>Revised the clause <b>Refer Corrigendum no.1</b></p>

7	Clause No.- 42.3 of GCC; Page No.- 93 of 136	The payment is on back to back basis. Payment of the contractor's bills shall be made by the Corporation only in Indian Rupees within 45 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge and upon receipt of payment from IWAI.	We request you to reduce the period of payment of the contractor's bills from 45 days to 30 days from the date of submission of the bill. This shall reduce the financial liability of a contractor to a great extent. Please confirm.	revised the clause <b>Refer Corrigendum no.1</b>
8	SECTION —VII (Technical &SpecialConditions);Clause 6(iii);PageNo.- 101of 136	Scope of work	We request you to provide the exact Latitudinal & Longitudinal Locations of the desired dredging zones	Available data provided and uploaded through drive link. <a href="https://drive.google.com/drive/folders/11g2OwYqSx0j0YnXnrt_sel_510FejjQw?usp=sharing">https://drive.google.com/drive/folders/11g2OwYqSx0j0YnXnrt_sel_510FejjQw?usp=sharing</a> Further, Ref. Cl. 4.8 of Section VII Technical & Special conditions of tender document. <b>Refer Addendum no.1</b>
9	SECTION— VII (Technical&SpecialConditions); Clause—6(v);PagePAGENo.- 101of136	Thecontractorshallidentifythe disposalsites,obtainnecessarypermissionfromEngineer-in-charge and necessary permissionsfromthelandownerwhereverrequiredandtheexpenditurethereof including the payment tothelandownersifanyforhiring/taking onleaseetcfordumpingshallbebornebythecontractor.	PleasefurnishusinformationonprobableDumpingGroundfordredgedmaterials.	Ref Cl. No. 4.8 of Section VII Technical and Special Conditions of tender document. <b>Tender conditions prevail</b>
10	SECTION— VII (Technical&SpecialConditions); Clause—6(v);PageNo.-101of136	Deduction from Monthly bill for each non-compliance found in a joint weekly survey during the month	If a contractor fails to comply Least Available Depth (LAD) in a particular stretch, then shall the deduction clause be applied for rest of the stretches for non-compliance of LAD? Please confirm.	No, only for the tender/stretch which is applicable. <b>Tender conditions prevails</b>

Name of Bidder (3/4): M/s IMS Ship Management Pvt Ltd

Sl. No.	Section No.Clause, SubClause NoandPageNo.	Tender clause	Pre – Bid Queries	DCI Reply
1	Clause No. 3.1. Bidder Eligibility Criteria of Section II of ITB(Page no.14)	Bidders should be registered in India under the relevant acts/rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Autonomous Body or JV/ Consortium under an existing agreement or with the intent to enter into such agreement supported by a Joint Bidding Agreement. Bidders that are government owned entity in the Employer’s country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.	Is it mandatory for a JV/Consortium to be registered with ROC or is a Joint Bidding Agreement sufficient to submit the bid?	<b>Tender conditions prevail</b>
2	Clause No. 16.1.2. (b) of Qualification Criteria and Bid evaluation - Section II of ITB (Page No. 28)	Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.	If one of the parties of JV/Consortium fulfills technical qualifications, is it necessary for the other firms to have experience in "similar works"?	<b>Tender conditions prevail</b>
3	Clause No. 04 of Section III of Data Sheet (Page No. 34)	Date & time and address for submission of Bid: Date: (30.08.2024) Time: 1500 Hrs (IST)	We request an extension of 14 days for bid submission following the upload of pre-bid replies.	<b>Tender conditions prevail</b>
4	Clause No. 10 of Section III of Data Sheet (Page No. 35)	Bank Solvency - Rs. 17.632 Crs.	Solvency requirement may please be waived off.	<b>Tender conditions prevail</b>
5	Clause No. 19.2 of Section III of Data Sheet	Mobilization Time: 4 weeks from the date of issue of Letter of Award / Work Order	A mobilization period of 4 weeks is insufficient given the deployment of cutter suction	Accepted and revised the clause. <b>Refer Corrigendum no.1</b>

	(Page No. 35)		dredgers across multiple locations. Therefore, we request that a mobilization period of 6 weeks be considered.	
6	FORM 40: BID CAPACITY SECTION – IV TECHNICAL BID STANDARD FORMS (Page No. 61)	<p>Bid Capacity= [(A*N*1.5)-B], where  A = Maximum value of works executed in any one year during the last five years ending 31st March 2024 (updated to the current price level), in INR  B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited  N = No. of years prescribed for completion of works for which bids are invited (i.e. 3.0).</p>	Please confirm the percentage to be used for updating the value of works executed to the current price level.	<p>revised the clause.  <b>Refer Corrigendum no.1</b></p> <p><b>The 5 % percentage to be used for updating the value of works executed to the current price level.</b></p>
7	Clause No. 3.2 & 3.3 of Clause – 3: Performance Guarantee & Security Deposit of Section VI - General Condition of Contract (Page No. 68, 69)	<p>CLAUSE – 3: PERFORMANCE GUARANTEE &amp; SECURITY DEPOSIT</p> <p>3.1. PERFORMANCE GUARANTEE  The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank OR an irrevocable bank guarantee from any nationalized/schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA).</p> <p>3.2 SECURITY DEPOSIT</p> <p>A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.</p> <p>3.3 The contractor whose tender is accepted has to enter into an agreement with DCIL for the due fulfillment of the provision of the tender document. The security amount will be accepted in form of demand draft or through Net banking in favour of “DCIL” only payable at Visakhapatnam.</p>	We understand that the security deposit of 5% of the contract value will be deducted at a rate of 10% from the gross amount of each running bill. Is performance BG of 5% is to be submitted over and above the 5% retention amount mentioned above?	<p>Accepted and revised the clause.</p> <p><b>Refer Corrigendum no.1</b></p>



8	Clause No. 42.3: Payment on Account - Section VI - General Condition of Contract (Page No. 93)	The payment is on back to back basis. Payment of the contractor's bills shall be made by the Corporation only in Indian Rupees within 45 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge and upon receipt of payment from IWAI	We request that the payment period for the contractor's bills be reduced from 45 days to 15 days from the date of acceptance of the bills.	Revised the clause  <b>Refer Corrigendum no.1</b>
9	Clause No. 42.5: Payment on Account - Section VI - General Condition of Contract (Page No. 94)	GST at the applicable rates shall be deducted at source from any payment made to the contractor against this contract. Goods & Services Tax Registration certificate and proof of payment shall be submitted by the Contractor for reimbursement purpose.	The GST for the first RA bill should not be deducted. Deductions should start from the second RA bill onwards if the contractor fails to provide proof of payment for the first RA bill before submitting the second RA bill.	Tender conditions prevail
10	Clause No. 53 of Advance Payment - Section VI of General Condition of Contract (Page No. 97)	The mobilization advance will be interest bearing and the interest @ 10.00% per annum to be calculated on unrecovered mobilization advance, but in no event exceeding the amount stated in the Appendix to Bid.  Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an unconditional Bank Guarantee from any nationalized / scheduled bank for amount equal to 120% of the advance proposed to be availed in a form and by a bank acceptable to the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this clause.	The mobilization advance should be interest-free.  Also, we request that an unconditional Bank Guarantee from any nationalized or scheduled bank be accepted for 100 percent of the proposed advance, rather than the usual 120 percent.	Accepted and revised the clause  <b>Refer Corrigendum no.1</b>
11	Clause No. 4.8 of Scope of Work - Section VII of Technical & Special Conditions (Page No. 100)	The quantity of dredging, length of bandal and navigational marks is to be ascertained by the bidders as per site condition / own resources / and may also taking into consideration of data available in IWAI website (LAD report and river notices), for these stretches. However, it is a fact that the quantum of dredging and bandalling varies year to year based on the condition of channel after flood season and it may vary. Before finalizing the bid, it is advised that the bidder would	Please provide the latest bathymetry charts and any other relevant documents for this stretch to determine the quantity of material to be dredged.	The available data previous charts, water level data as available uploaded through drive link. . <b>Link provided in page no 07</b> Further, Ref. Cl. 4.8 of Section VII Technical &Special

		collect necessary information, data, navigational charts of NWS or any other site information related to availability of men, material, equipment, etc., and familiarize himself with site conditions before bidding.		conditions of tender document <b>Refer Addendum no.1</b>
12	Clause No.: 6.(i). of Technical Specification - Section VII of Technical & Special Conditions (Page No. 101)	The material to be dredged is sand, silt, soft clay or a mixture of these materials, compact and sedimented clay or sand or any other material deposited on the river bed. If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also be continued to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials.	Cutter suction dredgers are not designed to handle material such as boulders, ropes, sand stone, stone debris, wooden logs etc.. Therefore it is requested to amend the clause - In case of rock encountered which is beyond the capacity of dredger to tackle/ remove, contractor will leave such patch and move forward to continue dredging. Removal of rock strata will be treated under separate contract.	<b>Tender conditions prevail</b>

**Name of Bidder (4/4): M/s. Dharti Dredging and Infrastructure Ltd.**

sl. o.	Section No.Clause, SubClause NoandPageNo.	Tender clause	Pre – Bid Queries	DCI Reply
	GENERAL CONDITIONS OF CONTRACT CLAUSE – 3:	PERFORMANCE GUARANTEE & SECURITY DEPOSIT	In case of JV, please allow the lead member to submit the PBG on behalf of the JV.	<b>Tender conditions prevails</b>
	GENERAL CONDITIONS OF CONTRACT CLAUSE – 12: COMMENCEMENT OF WORK	Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without	We request authority to consider 8 weeks from the date of award for mobilisation of dredger. As assembly also takes additional time before work can commence.	Accepted and revised the clause  <b>Refer Corrigendum no.1</b>

		prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.		
	-	-	Demarcation of channel requires knowledge of a lot of historical data and river pattern. We would request DCI to take up the task of demarcating the channel in each season in consultation with the Contractor.	Ref Cl. No. 4.8 of Section VII Technical and Special Conditions of tender document. <b>Tender conditions prevails</b>
	-	-	Can DCI please share the LAD data for the 3 tenders for the last 5 years?	Ref Cl. No. 4.8 of Section VII Technical and Special Conditions of tender document. Available data provided. <b>Tender conditions prevails</b>
	-	-	Has any soil investigation been carried out to confirm the type of soil available?	Tender conditions prevail Ref Cl. No. 4.8 of Section VII Technical and Special Conditions of tender document. <b>Tender conditions prevails</b>
	-	-	If there is variation beyond 20% in the estimated quantity, or if the Contractor is required to mobilise more than 2 dredgers, the same should be considered by EIC for variation of cost. Due to climate change there may be dynamic change	The contract is on Lump sum basis for development & Maintenance of Fairway. Bidder to use his own assessment regarding qty and to cater for same in the Rate quoted. <b>Tender conditions prevails</b>

This replies to pre-bid queries shall form part of the tender Document and shall be signed and submitted along with the bid. All other terms and Conditions remain unaltered. Bidders/applicants are advised to visit the website <https://gem.gov.in> regularly till the due date of submission of tender for updates if any.

For, Dredging Corporation of India Ltd

Head of the Department (OPS)

Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur (10.5kms) by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels

## TENDER DOCUMENT



**TENDER No. DCIL/OPS/NW-16/2024**

**Dt. 09.08.2024**

**DREDGING CORPORATION OF INDIA LIMITED**

**“Dredge House”, H. B. Colony Main Road,  
Seethammadhara, Visakhapatnam,**

**Andhra Pradesh- 530022**

**Telephone: +91-891-2871301**

**Email : [hod.iwd@dcil.co.in](mailto:hod.iwd@dcil.co.in), [hodops@dcil.co.in](mailto:hodops@dcil.co.in)**

## DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Dredging Corporation of India Ltd., (DCIL) to the prospective Bidders or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. DCIL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender document and it is not possible for DCIL to consider particular needs of each party who reads or uses this Tender document. This Tender includes statements which reflect various assumptions and assessments arrived at by DCIL in relation to the Dredging Works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this Tender document and obtain independent advice from appropriate sources.
3. DCIL will not have any liability to any prospective Company/ Firm or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Assignment, the information and any other information supplied by or on behalf of DCIL or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. DCIL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender.
4. DCIL will not be responsible for any delay in receiving the Bids. The issue of this Tender does not imply that DCIL is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Works and DCIL reserves the right to accept/reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. DCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Tender Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DCIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DCIL reserves the right to change/modify/amend any or all provisions of this Tender document. Such revisions to the Tender / amended Tender will be made available on the website of DCIL/ Tender Website.

## Table of Contents

DISCLAIMER .....	2
Table of Contents .....	3
SECTION – I .....	7
NOTICE INVITING E-TENDER .....	8
1. Name of the work .....	8
2. Period of contract .....	8
3. Earnest money deposit .....	8
4. Estimated cost (for three years) .....	9
5. Cost of tender document .....	9
6. Details of Bank Account for submission of Tender Cost/ EMD .....	9
7. Tender Websites .....	9
8. Clarifications/ Queries .....	9
9. Document Download Start Date .....	9
10. Due Date for submission of pre-bid queries .....	9
11. Pre-bid meeting .....	9
12. Bid Submission Last Date .....	99
13. Bid opening date .....	9
14. Tender Ref No: .....	<b>Error! Bookmark not defined.</b>
15. Pre-Qualification Criteria: .....	10
16. Method of Selection: - .....	10
17. GENERAL GUIDANCE TO BIDDERS: .....	10
SECTION – II .....	12
INSTRUCTIONS TO THE BIDDERS (ITB) .....	12
1. Background .....	13
2. Introduction .....	13
3. Bidder Eligibility Criteria .....	14
4. Pre-bid Meeting .....	15
5. Clarifications and Addendums .....	15
6. Preparation of Bids .....	16
7. Conflict of Interest .....	20
8. Acknowledgement by Bidder .....	22
9. Guidelines for e-submission of the Bids .....	22
10. Submission of Bids .....	23
11. Extension of Bid submission date .....	26
12. Late Proposals .....	26
13. Failure in submission of bids online .....	26
14. Modification / Substitution / Withdrawal of Bids .....	26
15. Bid opening and evaluation process .....	26
16. Qualification Criteria and Bid evaluation .....	28
17. Award of Contract .....	30
18. Ownership of Document and Copyright .....	31

19. Mobilization of Dredgers, Equipment, Men & Materials.....	31
20. Integrity Pact : .....	31
SECTION – III.....	33
DATA SHEET .....	34
SECTION – IV .....	37
TECHNICAL BID STANDARD FORMS .....	37
FORM 4A: FORM OF TENDER .....	38
FORM 4B: ELIGIBLE PROJECTS .....	40
FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER .....	42
FORM 4D: POWER OF ATTORNEY .....	43
FORM 4E: LIST OF KEY PERSONNEL.....	45
FORM 4F: LIST OF ONGOING ASSIGNMENTS .....	46
FORM 4G: DECLARATION BY THE BIDDERS .....	47
FORM 4H: BIDDERS INFORMATION FORM .....	48
FORM 4I: LIST OF THE DREDGERS, EQUIPMENT, ETC.....	49
FORM 4J: FORMAT FOR PRE-BID QUERIES BY BIDDERS .....	50
FORM 4K: Power of Attorney for Lead Member of JV/Consortium.....	51
FORM 4L: STATEMENT OF LEGAL CAPACITY .....	54
FORM 4M: Joint Bidding Agreement.....	55
FORM 4N: DETAILS OF WORK EXPERIENCE .....	60
FORM 4O: BID CAPACITY .....	61
SECTION - V: .....	62
FINANCIAL BID STANDARD FORM .....	62
Form Fin – 1: Financial Bid Submission Form .....	63
FORM FIN – 2 .....	64
BILL OF QUANTITY (BOQ).....	65
SECTION-VI .....	66
GENERAL CONDITIONS OF CONTRACT .....	66
CLAUSE - 1: DEFINITIONS .....	67
CLAUSE – 2 : INTERPRETATIONS .....	68
CLAUSE – 3: PERFORMANCE GUARANTEE & SECURITY DEPOSIT .....	68
CLAUSE – 4 : REFUND OF SECURITY DEPOSIT .....	70
CLAUSE – 5 : SUFFICIENCY OF TENDER .....	70
CLAUSE – 6 : CONTRACT DOCUMENTS .....	71
CLAUSE – 7 : DISCREPANCIES AND ADJUSTMENT OF ERRORS .....	71
CLAUSE–8: DUTIES AND POWERS OF THE ENGINEER–IN-CHARGE REPRESENTATIVE .....	72
CLAUSE – 9: ASSIGNMENT AND SUB-LETTING .....	72
CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS .....	73
Clause – 11 : CHANGE IN CONSTITUTION .....	73
CLAUSE – 12 : COMMENCEMENT OF WORK .....	73
CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC. ....	73
CLAUSE – 14: SETTING OUT THE WORKS .....	74

CLAUSE – 15: URGENT WORKS .....	74
CLAUSE – 16: DEVIATIONS .....	74
CLAUSE - 17: CONTRACTORS SUPERVISION .....	74
CLAUSE - 18: INSTRUCTION AND NOTICE .....	75
CLAUSE -19: PLANT AND EQUIPMENT .....	75
CLAUSE – 20: PATENT RIGHTS .....	76
CLAUSE – 21 : MATERIALS.....	76
CLAUSE - 22: LAWS GOVERNING THE CONTRACT .....	77
CLAUSE - 23: WATCHING AND LIGHTING.....	77
CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS .....	77
CLAUSE - 25 : LABOUR .....	77
CLAUSE – 26: ASSIGNMENT AND SUBCONTRACTING.....	81
CLAUSE -27: PROTECTION OF THE ENVIRONMENT .....	82
CLAUSE – 28: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.	82
CLAUSE – 29: FORCE MAJEURE .....	82
CLAUSE - 30 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF .....	83
CLAUSE – 31 : CONTRACTOR’S LIABILITY AND INSURANCE .....	83
CLAUSE – 32 : SUSPENSION OF WORKS.....	86
CLAUSE – 33: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.....	86
CLAUSE – 34 : TERMINATION OF CONTRACT ON DEATH.....	86
CLAUSE– 35 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART.....	87
CLAUSE - 36 : COMPLETION TIME AND EXTENSIONS.....	89
CLAUSE – 37 : COMPENSATION FOR DELAY .....	90
CLAUSE – 38 : LIQUIDATED DAMAGES .....	90
CLAUSE – 39 : INSPECTION AND APPROVAL .....	90
CLAUSE – 40 : MAINTAINANCE CERTIFICATE DURING EVERY MONTH .....	92
CLAUSE - 41 : MEASUREMENTS.....	92
CLAUSE – 42: PAYMENT ON ACCOUNT.....	93
CLAUSE – 43 : TAXES, DUTIES AND LEVIES ETC.....	94
CLAUSE-44 : TAX DEDUCTION AT SOURCE .....	94
CLAUSE – 45 : PAYMENT OF FINAL BILL .....	94
CLAUSE - 46 : OVER PAYMENTS AND UNDER PAYMENTS .....	94
CLAUSE - 47 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL.....	95
CLAUSE – 48 : FINALITY CLAUSE .....	95
CLAUSE – 49 : SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS .....	96
CLAUSE – 50: ARBITRATION .....	96
CLAUSE – 51: VALIDITY OF TERMS & CONDITIONS: .....	96
CLAUSE 52: INTEREST .....	97
CLAUSE 53: ADVANCE PAYMENT .....	97
SECTION – VII .....	98



TECHNICAL & SPECIAL CONDITIONS .....	98
SECTION – VII .....	99
A. OBJECTIVE AND AREA OF WORK .....	99
SECTION-VIII .....	119
SPECIAL CONDITIONS .....	119
A. HOLD HARMLESS: .....	119
B. CHANGE ORDERS: .....	119
C. UNSATISFACTORY PERFORMANCE: .....	119
D. WARRANTIES: .....	119
E. MISCELLANEOUS: .....	119
Appendix to Bid.....	120
SECTION-IX: ANNEXES .....	121
ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY .....	122
ANNEX - II: AGREEMENT FORM.....	124
ANNEX -III: DETAILS OF BANK ACCOUNT .....	126
ANNEX-IV: BANK CERTIFICATION .....	127
ANNEX-V: TENDER ACCEPTANCE LETTER .....	128
ANNEX-VI: BANK GUARANTEE FORM FOR EMD .....	129
ANNEX-VII: LETTER OF CONSENT .....	130
ANNEX-VII: INTEGRITY PACT AGREEMENT .....	131
INDEXMAPS.....	136

**SECTION – I**  
**NOTICE INVITING E-TENDER**

**DREDGING CORPORATION OF INDIA LIMITED**  
DREDGE HOUSE, HB COLONY MAIN ROAD  
SEETHAMMADHARA,  
VISAKHAPATNAM – 530022

**Section –I**  
**NOTICE INVITING E-TENDER**

**Tender Ref no. DCIL/OPS/NW-16 /2024**

**Date: 09.08.2024**

DCI has been awarded the work for “Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels” on depository Lump sum basis by IWAI, .

In this regard in order to execute and to monitor the work, DCI is inviting E-tenders by the Head of the Department (OPS), Dredging Corporation of India on behalf of Inland Waterways Authority of India (IWAI), in Single Stage Two Cover Bidding procedure [Techno Commercial Bid and Financial Bid] from experienced, resourceful and bonafide dredging firms/ contractors with proven technical and financial capabilities for the work mentioned below:

<b>1. Name of the work</b>	:	“Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in various National Waterways in NER (NW-16) between Bhanga to Badarpur – about 10.5 kms by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels”
<b>2. Period of contract</b>	:	i. Letter of Award shall be issued to the selected Bidder for 3 years w.e.f. Oct 2024 initially and based on the performance of the contractor, extension of work for the subsequent 2 years shall be awarded on year to year basis by entering into a supplementary agreement after deposition of security deposit for the additional value of work awarded for subsequent years accordingly.  (Note: 4 <sup>th</sup> and 5 <sup>th</sup> year work will be awarded subject to approval from IWAI) ii. The development and maintenance period shall be as indicated in the tender.
<b>3. Earnest money deposit</b>	:	<b>Rs. 22,04,000/- (Rupees Twenty two lakhs four thousand only)</b> EMD to be remitted only through NEFT/ RTGS and copy of electronic receipt/ UTR to be enclosed with the tender (e- receipt to be uploaded along with Technical bid) or in the form of Bank Guarantee as per format provided in the tender. In case of BG submission, the BG in original shall reach the Employer before the due date and time of bid submission.

4. Estimated cost (for three years)	:	Sl. No	Stretch /River	Length of the river in km's (approx.)	Total Estimated Costs (Dredging + Channel marking) (Rs. in Lakh) excluding GST
		1	Barak River (NW-16) Bhanga to Badarpur	10.5	4408.00
5. Cost of tender document	:	Rs.5,900/- (Rupees Five Thousand Nine Hundred only) including GST (Non-refundable) to be remitted through NEFT/RTGS and copy of electronic receipt /UTR to be enclosed with the tender.			
6. Details of Bank Account for submission of Tender Cost/ EMD	:	<p>In favour of:</p> <p>Dredging Corporation of India Limited.</p> <p>Bank Name: Canara Bank</p> <p>Account No.: 35833070000014</p> <p>Branch Name: DCI LTD. HB colony main road, Seethammadhara, Visakhapatnam – 530022.</p> <p>IFSC/ RTGS No: CNRB0013583.</p> <p>Account type: Current account.</p> <p>GST No.: 37AAACD6021B1ZB.</p> <p>(e- receipt to be uploaded along with Technical bid)</p> <p>Bidders shall obtain confirmation for receipt of cost of tender document &amp; Earnest Money Deposit from <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and a copy of transaction details shall be submitted along with the bid.</p>			
7. Tender Websites	:	<p>Online submission at <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</p> <p>Tender can also be viewed from DCIL website "<a href="http://www.dredge-india.com">www.dredge-india.com</a>"</p>			
8. Clarifications/ Queries	:	<p>Clarifications / Queries if any on the Tender document shall be obtained from the following address:</p> <p>Head of Department (Operations)</p> <p>Dredging Corporation of India Ltd.,</p> <p><b>Dredge House, H.B.Colony Main Road, Seethammadhara, Visakhapatnam-530 022</b></p> <p><b>Phone +91 –8912871301, Email: <a href="mailto:hod.iwd@dcil.co.in">hod.iwd@dcil.co.in</a>, <a href="mailto:hodops@dcil.co.in">hodops@dcil.co.in</a></b></p>			
9. Document Download Start Date	:	09.08.2024			
10. Due Date for submission of pre-bid queries	:	<p>14.08.2024, by 1000 hrs</p> <p>DCI reserve the right NOT TO respond to queries received after this date</p>			
11. Pre-bid meeting	:	14.08.2024 at 1400 hrs			
12. Bid Submission Last Date	:	30.08.2024 at 1500 hrs			
13. Bid opening date	:	30.08.2024 at 1530 hrs			

Note: However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempted from submitting the Tender Fee and EMD on submission of documents to the extent as per the Government of India rules

**14. Pre-Qualification Criteria:**

As per Cl. 16.1 of ITB

**15. Method of Selection: -**

Tender is floated with schedule / BOQ. Bidders shall apply for National Waterways of NW-16 ,Barak River from Bhanga to Badarpur . Bidders shall be selected based on technically qualified and under the lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ.

DCIL reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard

Other terms and conditions are as per tender document.

**16. GENERAL GUIDANCE TO BIDDERS:**

Instructions / Guidelines for tenders for electronic submission of the e-tender have been annexed for assigning the agencies to participate in e-Tendering:

- i) Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government – e – Marketplace (GeM) System.
- ii) The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.
- iii) Bids shall be submitted online only at GeM Portal. Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids before proceeding with the tender.
- iv) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- v) DCIL reserves the right to cancel the bid without assigning any reason thereof.
- vi) The tender is invited via <https://gem.gov.in> under custom bid service and the forms to be submitted, terms and conditions shall be only as per tender document and subsequent corrigenda.

NOTE: All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in GeM portal only.

Head of the Department (Operations)  
Dredging Corporation of India Limited,  
Dredge House, H B Colony Main Road  
Seethammadhara, Visakhapatnam – 530 022  
Andhra Pradesh (INDIA)  
Ph No. 0(+91-891- 2871301  
E-mail ID: [hod.iwd@dcil.co.in](mailto:hod.iwd@dcil.co.in),  
[hodops@dcil.co.in](mailto:hodops@dcil.co.in)

## **SECTION – II**

### **INSTRUCTIONS TO THE BIDDERS (ITB)**

**DREDGING CORPORATION OF INDIA LIMITED**  
DREDGE HOUSE, HB COLONY MAIN ROAD  
SEETHAMMADHARA,  
VISAKHAPATNAM – 530022

**Section –II**  
**INSTRUCTIONS TO THE BIDDERS (ITB)**

**DCIL/OPS/ NW-16/2024**

**Date: 09.08.2024**

**1. Background**

- 1.1. Dredging Corporation of India Ltd., (DCIL) is the premier dredging company of India catering to maintenance dredging, capital dredging, reclamation, shallow water dredging, beach nourishment etc. for Major Ports, Minor ports, Indian Navy and other maritime organizations in India since its inception in 1976. DCIL is under the administrative control of four Major Ports of India i.e. Visakhapatnam Port Authority, Jawaharlal Nehru Port Authority, Paradip Port Authority and Deenadayal Port Authority.
- 1.2. Inland Water Authority of India (IWAI) has awarded the work of “Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels” to DCI on depository Lumpsum basis, to enable movement of vessels in lean season in Barak River(NW-16) between October to April. In this regard, DCI is inviting the tender on behalf of IWAI for selection of suitable competent party/ Organization/ Company/ firm etc. for execution of the work.
- 1.3. The available information / data with DCI can be shared with bidders, however, the same shall not be exhaustive and any additional data required for bidding shall be ascertained by the bidders at their cost. Further bidder is advised to go through the IWAI web site for any additional information.

**2. Introduction**

- 2.1. The Employer will select a firm/ organization (the “Contractor”) in accordance with the bid opening and evaluation process and qualification criteria and Bid evaluation as specified in Clause 15 & Clause 16, Section- II: Instruction to Bidder (ITB).
- 2.2. The name of the Assignment / Job has been mentioned in Section - III: Data Sheet. Detailed Scope, objective and area of the Assignment / Job has been described in Section - VII: Technical and special conditions.
- 2.3. The date, time and address for submission of the Bids have been given in Section - III: Data Sheet



- 2.4. Bidder shall bear all costs associated with the preparation and submission of their Bids.
- 2.5. The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to award of contract.

### 3. Bidder Eligibility Criteria

The Bidders shall meet the following Qualification criteria: -

- 3.1. Bidders should be registered in India under the relevant acts/rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Autonomous Body or JV/ Consortium under an existing agreement or with the intent to enter into such agreement supported by a Joint Bidding Agreement. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
- 3.2. The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer/ Client of the main contractor.
- 3.3. Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head is **mandatory**. In case of an ongoing work, the apportioned value of the work completed shall be considered for evaluation on submission of documents from client provided 80% of work has been completed.
- 3.4. Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in Clause 16.1.3 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5. Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work with appropriate action as per terms & conditions of Contract, if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6. The similar work experience of Parent company / Subsidiary / Sister Company of the Bidder shall not be considered unless the Parent company / Subsidiary / Sister Company is part of the JV / Consortium participating in the Bid.

- 3.7. The Bidder shall submit the list of all Key Personnel in Form 4E, Section – IV
- 3.8. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for proven breach by such Bidder
- 3.9. The Bidder shall also indicate following:
  - 3.9.1. The Bidder shall have adequate resources for successful execution of tendered works and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
  - 3.9.2. The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-bid Meeting**

- 4.1. A Pre-Bid meeting shall be held through VC as per the date and time mentioned in Section III - Data Sheet.
- 4.2. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.
- 4.3. The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV before pre bid meeting

#### **5. Clarifications and Addendums**

- 5.1. Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.
- 5.2. The Employer will upload the clarifications/ copies of the response (including an explanation of the query but without identifying the source of query) to Bidders in tender portals only and no separate intimation will be sent to parties. Should the Employer deem it necessary to amend the Tender as a result of a clarification, it shall do so following the procedure mentioned hereunder:
- 5.3. At any time before the submission of Bids, the Employer may amend the Tender by issuing an addendum / corrigendum (amendment). The information of issue of such amendment shall be uploaded on the website only and will be binding on the bidders. To give Bidders reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of tender.

5.4. The amendment / clarification, if any, to the tender document will be made available on the following websites <https://gem.gov.in> & DCIL's website "[www.dredge-india.com](http://www.dredge-india.com)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment/ clarification which is posted on the above website from time to time. Prospective bidders are advised to visit the websites mentioned above regularly till the due date of submission of tender.

## 6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### 6.1. EMD

6.1.1. Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules. MSEs and MSMEs are exempted from EMD as per the extant Central Government rules.

EMD for the amount mentioned as mentioned in Section-III, Clause - 7 of Data Sheet shall be deposited to DCIL Fund through RTGS in the following account:

Name of Bank Account	Dredging Corporation of India Limited
Bank Name and Address	CANARA BANK, VISAKHAPATNAM
Bank Account Number	35833070000014
IFSC	CNRB0013583

6.1.2. Earnest money is acceptable in the form of Bank Guarantee also. In such cases, Earnest money may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 30 days beyond bid validity or more.

6.1.3. Bids submitted without EMD shall be rejected as non-responsive.

6.1.4. No interest shall be payable by the Employer for the sum deposited as Earnest money deposit.

6.1.5. The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.

6.1.6. The Earnest Money of the successful Bidder submitted through RTGS will be retained as Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

- 6.1.7. EMD in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annex VI).
- 6.1.8. The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
  - (ii) If the Bidder tries to influence the evaluation process.
  - (iii) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
  - (iv) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
  - (v) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
  - (vi) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in Clause 35 of GCC.
  - (vii) In case the bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period or extended period by the employer.
  - (viii) In case of forfeiture of earnest money, as prescribed from (i) to (viii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **6.2. Tender Fee**

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in Section-III, Clause - 8 of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

## **6.3. Bank Solvency**

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amounts as mentioned in Section III Data Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized / Scheduled Bank in India in the name of the bidder.

#### **6.4. Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

#### **6.5. Currency**

Bidders shall express the price of their Assignment / job in Indian Rupees.

#### **6.6. Language**

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

#### **6.7. Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

#### **6.8. Number of Bids**

A Bidder can submit one bid only in the form of single entity or in the form of a JV/ Consortium.

It is clarified that a Bidder cannot submit bid as a single entity in case participated as a JV/ Consortium partner for the tendered work.

## **6.9. Bids by Joint venture / consortium**

- 6.9.1. The Joint Venture / consortium can be entered between two or more firms and limited to maximum three firms.
- 6.9.2. The lead member shall be a legal Entity and should have at least 51% share of participation in a JV / Consortium.
- 6.9.3. In case the Bidder is a JV of two members, then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2nd member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case the Bidder is a JV / Consortium of three members, then the minimum share of the Lead Member shall be at least 51%, minimum share of the 2nd member shall be 29% and minimum share of the 3rd member shall be 15%, with a total share of all the JV / Consortium members being 100%. Further, the clause shall be read in conjunction with Clause 16.1.1 of ITB.
- 6.9.4. There shall be a Joint Bidding Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4I of Section IV). The Bidder has to submit either of the following:
- 6.9.4.1. copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document
- 6.9.4.2. documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement (as per the format in Form 4I of Section IV)" on non-judicial stamp paper of INR 100 at the time of submission of bid.
- The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:
- Name of the JV / Consortium independent from the name of JV / Consortium Partners
  - Name of the Lead Partner
  - Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above
  - All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 6.9.4.3. It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, all the members of JV / Consortium shall sign the contract agreement,
- 6.9.5. Lead partner's authorization shall be evidenced by submitting a Power of Attorney (PoA), duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.
- 6.9.6. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire

execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.

- 6.9.7. In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract
- 6.9.8. Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV/ Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.
- 6.9.9. The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.
- 6.9.10. Lead member should have stake in the JV / Consortium as stipulated in Clause above and it should clarify the proposed responsibilities as per the format given in Section IV: Form 4I. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.
- 6.9.11. In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.
- 6.9.12. In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.

## **7. Conflict of Interest**

- 7.1. Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's & IWAI's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
  - (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer/ IWAI to provide goods, works or assignment/job other than design and build

assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firms design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

- (b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer/IWAI, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's/ IWAI's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer & IWAI throughout the selection process and the execution of the Contract.

7.3. Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer& IWAI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.

7.4. No agency or current employees of the Employer/ IWAI shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with this clause, DCI shall be entitled to recover from him such damages as may be determined by the Engineer in Charge with due regard to the inconvenience caused to DCI/ IWAI on account of such termination without prejudice to DCI's right to proceed against such officer.



## **8. Acknowledgement by Bidder**

It shall be deemed that by submitting the Bid, the Bidder has:-

- 8.1. Made a complete and careful examination of this Tender;
- 8.2. Received all relevant available information from the Employer/ IWAI;
- 8.3. Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4. Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above;
- 8.5. Acknowledged that it does not have a Conflict of Interest; and
- 8.6. Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document

## **9. Guidelines for e-submission of the Bids**

- 9.1. The Bids should be submitted through e-Procurement portal <https://gem.gov.in>.
- 9.2. Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government – e – Marketplace (GeM) System.
- 9.3. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.
- 9.4. Bids shall be submitted online only at GeM Portal. Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids before proceeding with the tender.
- 9.5. Contractor / Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.6. After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.7. If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also consider the addendum/corrigendum published before submitting the Bids online.
- 9.8. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedule carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.9. Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg

formats. However, Bidder to ascertain same from the tender website. The Size of each document for uploading may be ascertained prior to submission for smooth submission of bid

- 9.10. Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.11. Any queries relating to the process of online Bid submission or queries relating to GeM Portal in general may be directed to GeM Portal Helpdesk. The contact number for the helpdesk is number can be obtained from GeM Website.
- 9.12. Bidders to advised to ascertain GeM Portal related charges i.e. both pre and post bidding/award fees, charges etc.

## **10. Submission of Bids**

The cost of Tender document, Earnest Money Deposit, the complete signed Technical Bid document and Financial Bid must be submitted online in the e-Procurement website <https://gem.gov.in> on or before Bid closing Date & Time. Bids submitted without payments like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must also be submitted online on or before Bid Closing Date & Time. **Power of Attorney, Joint Bidding agreement, Integrity Pact and Bank guarantees in originals as applicable shall be posted/ submitted so as to reach DCIL address before the due date without which the bid shall be considered irresponsive and shall be rejected.** The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted online in two covers:

### **10.1. Cover– I: Technical Bid**

#### **10.1.1. Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex - VI
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorized person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.
- e. Power of Attorney for lead member of the JV / Consortium as per Form 4K
- f. Joint Bidding Agreement as per Form 4M
- g. Statement of Legal Capacity as per Form 4L

- h. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – V
- i. Scanned copy of Form of Tender (Form 4A)
- j. Scanned copy of a signed declaration by the bidders (Form 4G)
- k. Bidders Information Form (Form 4H)
- l. Composition / Ownership / Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- n. Registration / incorporation certificate of the company / Firm.
- o. Original Tender document with all addendums and corrigendum issued till last date of bid submission duly stamped and signed by the authorized signatory of the bidder.

**10.1.2. Enclosure – II**

- a. Scanned copy of the Annual Report / Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e. Form 4C of Section IV for Average Annual Turnover.
- f. Form 4O of Section IV for Bid Capacity
- g. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- h. Integrity pact Agreement

**10.1.3. Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of work completion certificate on client letter head for similar projects executed by the bidder in the last seven years. The submitted certificates shall comply with conditions laid in Clause 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form 4B of Section IV.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of ongoing assignments as per Form - 4F of Section IV. The Bidder shall also submit, along with

Form – 4F, plan / provision to move the existing machinery to the project site when required.

- d. General construction experience of the bidder to be submitted as per Form 4N
- e. Provide list of Litigation History.
- f. Labour licenses as required, PF registration number, ESI registration, GST, PAN and other such details

#### **10.1.4. Enclosure – IV**

a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:

- i) The approach to the work and methodology to be adopted, and
- ii) Detailed work plan
- iii) List of Equipment to be deployed as per Form 4I of Section IV (Details of make and manufacture to be provided).
- iv) List of experts / Key personnel (Form 4E of Section IV) in compliance of the statutory requirement of Inland Vessels Act, 1917 as well as other personnel required for carrying out all the contractual obligations

**It may be noted that the Technical Bid shall not contain any reference to any fee or charges.**

**All the submissions enumerated under Enclosure II & III shall be submitted by all the JV Partners separately.**

#### **10.2. Cover– II: Financial Bid**

Financial Bid (BoQ) provided along with this e-Tender as Form Fin – 2 shall be used for quoting prices / offer online.

- i) This will contain lump sum price contract rate to be charged for completing the work.
- ii) While working out the price, following points should be noted:
  - (a) The Contractor will have to bear the cost of mobilization of the dredger/ other equipment from its present location to the dredging sites, shifting of dredging units from one location to another location during dredging operations and de-mobilization of the dredger/ other equipment. All other incidental cost during execution of contract work is also to be borne by the Bidder.
  - (b) The Contractors will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting

various offices, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.

- (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment other than that defined in Clause 43 of Section VI.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3. The total duration of Works shall be as specified in Section – III: Data Sheet.

#### **11. Extension of Bid submission date**

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum and uploading the same in website.

#### **12. Late Proposals**

Proposals received online after the specified bid submission date or any extension thereof, pursuant to Clause 11, shall not be considered for evaluation and shall be summarily rejected.

#### **13. Failure in submission of bids online**

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under Clause 9 of ITB, have been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

#### **14. Modification / Substitution / Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document. No bid shall be modified after the deadline for submission of bids.

#### **15. Bid opening and evaluation process**

- 15.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and / or Financial

Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

- 15.2. The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process. Member(s) from IWAI will be the part of the TEC.
- 15.3. Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender, shall be opened on a date mentioned in the BID data sheet sheet, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4. Technical Bids shall be evaluated on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
  - 15.4.1. It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11 above;
  - 15.4.2. It is accompanied by Tender Fee & Earnest Money Deposit as specified in Clause 6.1 & 6.2 above;
  - 15.4.3. It is received in the forms specified in Section IV (Technical Proposal) and in Section V (financial proposal);
  - 15.4.4. It should not contain any condition or qualification
- 15.5. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6. The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7. At the time of the online opening of the "Financial Bids", the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening (Financial Bids).

15.8. Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

## **16. Qualification Criteria and Bid evaluation**

### **16.1. Qualification criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.5 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

#### **16.1.1. Qualification criteria for Fairway Maintenance works**

The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to Rs. 5,87,73,300/-
- b) 2 similar works each costing not less than the amount equal to Rs. 7,34,66,000/-
- c) 1 similar work costing not less than the amount equal to Rs. 11,75,46,600/-

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits.

For this purpose, the “**Similar Works**” means “dredging in ports, maritime organizations, rivers, reservoirs, lakes, backwaters, fairway development & maintenance related works including navigational aids, bandalling, bank protection works, dredging for Breakwaters,(or) Operation and Management of dredgers for carrying out dredging works on rivers, sea, lakes, backwaters, Ports & Inland waterways, shallow waters etc.”

Bidder has to submit the relevant documents for above to justify the similar works completed

#### **16.1.2. In the event of a Joint Venture, following are the requirements:**

- a) All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement as per Cl.6.9.
- b) Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

#### **16.1.3. Qualification criteria for Average annual turnover for last 3 financial years i.e. 2020-21, 2021-22 and 2022-23**

At least Rs. 4,40,80,000/- to qualify and shall submit relevant documents to justify the same in the form of Annual Report / Audited balance sheets, for the last three financial years ending 31<sup>st</sup> March of the previous financial year.

In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of "Average Annual Turnover.

#### **16.1.4. Qualification criteria for Equipment and Experience**

- (i) For minimum eligibility pertaining to equipment, the Bidder may refer Section VII;
- (ii) Details of each component of similar work executed in last 7 years, type of work executed, details of equipment deployed, quantity, scheduled period of execution, date of commencement and date of completion and certificate / testimonials from the concerned clients regarding successful completion of the job. This shall be read in conjunction with clause 3 of ITB; and
- (iii) Details of equipment and other supporting crafts and facilities including discharge pipeline etc. available and proposed to be deployed and their mobilization time to this site.

#### **16.1.5. Qualification criteria for Bid capacity**

- (i) The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Form 4O of Section IV of the Tender Document;
- (ii) The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work put to the Tender
- (iii) In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the Tender Document; and
- (iv) In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of Bid Capacity.

### **16.2. Bid evaluation**

16.2.1. The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

16.2.2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- (a) that affects in any substantial way the scope, quality, or performance of the Works;



- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
  - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of bid document.
- 16.2.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.
- 16.2.4. Tender is floated with 01 schedules. The work shall be awarded to lowest quoted bidder in aggregates for all schedules in case entire work is awarded.
- 16.2.5. The work shall be awarded to lowest quoted bidder. the lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V.
- 16.2.6. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and / or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid. 16.2.6 If during the execution of the works, deviation / variation takes place to the extent of amount exceeding more than 20% of the accepted contract value, the Contractor at the written request of Engineer-In-Charge, shall promptly increase the value of the Performance Bank Guarantee.

## **17. Award of Contract**

- 17.1. The Employer shall issue a Letter of Award to the selected Bidder initially for 3 years of contract work. Based on the performance of the contractor, extension of work for the subsequent 2 years shall be awarded on year to year basis by entering into a supplementary agreement after deposition of security deposit for the additional value of work awarded for subsequent year accordingly.
- 17.2. For a Joint Venture Bidder as well as for Single Entity Bidder, the Contractor will sign the contract after fulfilling all the formalities/ pre-conditions mentioned in the General Condition of Contract in Section VII, within 14 days of issuance of the Letter of Award
- 17.3. The work order shall be placed in phases as per DCIL's requirement and restricting the same to the available sanctions.
- 17.4. The Contractor is expected to commence the Assignment / job on the date and at the location specified in Section III Data Sheet.

## **18. Ownership of Document and Copyright**

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to Works, shall be and shall remain property of the Employer.

## **19. Mobilization of Dredgers, Equipment, Men & Materials**

### **19.1. Mobilization at Site**

The Contractor shall mobilize all the dredgers, allied vessels, equipment's, materials and manpower at site as specified in Clause 19 of Data Sheet.

### **19.2. Mobilization Time**

The Contractor shall mobilize the desired equipment and manpower within the time frame as specified in Clause 19 of Data Sheet to start the tendered works in full capacity. The Contractor shall mobilize the equipment, manpower for starting the work at site immediately within the period as stated.

## **20. Integrity Pact :**

Integrity shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit an Integrity Pact to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super scribed Integrity Pact before due date and time of the tender. Bids not accompanied by a duly signed Integrity Pact shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

- 1) Shri Kishore Kumar Sansi,  
B-301, Badhwar Apartments  
Sector-6, Plot No. 3, Dwarka  
West Delhi-110075  
Mobile: +91-9686009000  
Email- [kishoresansi@hotmail.com](mailto:kishoresansi@hotmail.com)

- 2) Shri P. K. Dash, I.A.S. (Retd.)  
Bhopal  
Mobile: +91-9425011441  
Email- [pkdash81@gmail.com](mailto:pkdash81@gmail.com)

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi

**REPRESENTING MATTERS TO INDEPENDENT EXTERNAL MONITORS IN CASE OF TENDERS/ CONTRACTS WHICH ARE OF Rs. 1 CRORE AND ABOVE VALUE:**

Signatories to the Integrity Pact with regard to a Tender/Contract can represent a matter with regard to the Tender/ Contract to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Persons signing the Integrity Pact shall not approach for Negotiation/ Conciliation/Arbitration/Adjudication while representing matters to the IEMs and he/she will await their decision in the matter.

## **SECTION – III**

## **DATA SHEET**

## DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	Dredging Corporation of India Ltd (on behalf of Inland Waterways Authority of India) Dredge House, H B Colony Main Road, Seethammadhara, Visakhapatnam-530 022
1.a.	-	Principal Employer	Inland Waterways Authority of India, Noida
2.	2.2	Name of the Assignment/job is	Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels
3.	2.1	Method of Selection	The work shall be awarded to the bidders who qualified technically and quoted lowest rate.
4.	2.3	Date & time and address for submission of Bid	<b>Date:30.08.2024</b> <b>Time:</b> Upto 1500Hrs (IST) <b>Mode of Submission:</b> online submission through <a href="https://gem.gov.in">https://gem.gov.in</a> <b>Address for submission of Original Documents:</b> Head of the Department (OPS) Dredging Corporation of India Ltd Dredge House, H B Colony Main Road, Seethammadhara, Visakhapatnam-530 022 Phone+91–891–2871301, Email: <a href="mailto:hod.iwd@dcil.co.in">hod.iwd@dcil.co.in</a> , <a href="mailto:hodops@dcil.co.in">hodops@dcil.co.in</a>
5.	4.0	A pre-Bid meeting will be held on	<b>Date: 14.08.2024</b> <b>Time:</b> 1400 hrs through VC <b>Link:</b> will be intimated via tender portals
6.	5.1	Last date for seeking clarifications	<b>Date: 14.08.2024 upto 1000 hours,</b> <b>Email Id:</b> <a href="mailto:hod.iwd@dcil.co.in">hod.iwd@dcil.co.in</a> , <a href="mailto:hodops@dcil.co.in">hodops@dcil.co.in</a>
7.	6.1	EMD	<b>Rs. 22,04,000/- (Rupees Twenty two lakhs four thousand only)</b>
8.	6.2	Tender Fee	INR 5,900/- (inclusive of GST ) Tender fee for the amount mentioned above shall be deposited to DCIL Fund through RTGS in the following account. <b>Name of Bank Account:</b> Dredging Corporation of India limited, <b>Bank Name and Address:</b> CANARA BANK, Visakhapatnam, <b>Bank Account number:</b> 35833070000014, <b>IFSC:</b> CNRB0013583.
9.	-	Estimated Cost	Rs. 44.08 Crs. Excluding GST

		(for three years)	
10.	6.3	Bank Solvency	Rs. 17.632 Crs.
11.	16.1.3	Average Annual Turnover	Rs. 4.41 Crs.
12.	6.7	Bid Validity	180 days from the last date of Bid Submission
13.	3.3	Similar Works	As defined in Clause 16.1.1 of ITB
14.	6.9	JV / consortium allowed	Yes
15.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidders Information Form FORM 4I: List of the dredgers, equipment etc. proposed for assessment of the work capacity & deployment schedule FORM 4J: Format for pre-bid queries FORM 4K: Power of Attorney for Lead Member of JV / Consortium FORM 4L: Statement of Legal Capacity FORM 4M: Joint Bidding Agreement FORM 4N: Details of work experience FORM 4O: Bid Capacity
16.	15.3	Bid Opening date	<b>Date:</b> 30.08.2024 at 1530 hrs
17.	10.3	Total duration of Works	3 years w.e.f. Oct 2024 initially and based on the performance of the contractor, extension of work for the subsequent 2 year shall be awarded on year to year basis by entering into a supplementary agreement after deposition of security deposit for the additional value of work awarded for subsequent year accordingly
18.	18.3	Location of Assignment	Barak River (NW-16) (10.5 Km) between Bhanga and Badarpur
19.	19.2	Mobilization Time	4 weeks from the date of issue of Letter of Award / Work Order
20.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the

			subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible
22.	17.1	Award of Work	<p>Letter of Award shall be issued to the selected Bidder for initially 3 year of contract work and based on the performance of the contractor extension of work for the subsequent two years shall be awarded on year to year basis (with a provision for maximum two-year extension) by entering into a supplementary agreement after deposition of security deposit for the additional value of work awarded for subsequent year accordingly.</p> <p>Note: 4<sup>th</sup> and 5<sup>th</sup> year work will be awarded subject to approval of IWAI.</p>

**SECTION – IV**  
**TECHNICAL BID STANDARD FORMS**



## FORM 4A: FORM OF TENDER

To

HOD(OPS)  
DCIL,  
Visakhapatnam,A.P.

Sub: Tender for "Development & Maintenance of fairway width of 32 m and depth of 2 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels"

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, SCC, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, SCC, Schedule of quantities for the sum as stated in Bill of quantities of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD through RTGS / NEFT/ BG in favour of DCIL Fund payable at Visakhapatnam at Nationalized / scheduled bank as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
1	<i>Amount (INR)</i>	<i>Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)</i>	<i>Amount (INR)</i>	<i>Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)</i>	
2					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 180 days from the last date of Bid Submission or extension thereto as required by the DCIL and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and DCIL shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by DCIL towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by DCIL/IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the party/firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.** Any such discovery by DCIL at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

Duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s .....

Telephone no's.....

## FORM 4B: ELIGIBLE PROJECTS

### Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]*

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB and would mean “dredging in ports, maritime organizations, rivers, reservoirs, lakes, backwaters, fairway development & maintenance related works including navigational aids, bandalling, bank protection works, dredging for Breakwaters, (or) operation and management of dredgers for carrying out dredging works on rivers, sea, lakes, backwaters, ports & inland waterways, shallow waters etc.

S. No.	Client Name, Name of work & location of project	Contract Value in INR		Date of start of work	Scheduled completion date	Actual completion date	Details of various components of work including disposal of dredged material.	Remarks
		Financial value of similar work satisfactorily completed	Physical Qty. of similar work satisfactorily completed					

Firm's Name : .....

**Authorized**

**Signature:**.....

**Notes:**

- For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.

<sup>1</sup>Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

<sup>2</sup>The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup>Against the Contract of works having several components other than the component mentioned in similar works. Only the experience of the relevant components shall be evaluated for contract value, of value and the actual execution period for the relevant component only should be submitted / specified.

2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx><https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), <http://www.oanda.com>, along with copy of the exchange rate used by the Bidder for the conversion.

Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit. Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

### FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Years
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
<b>Average Annual Turnover</b>		<i>[indicate sum of the above figures divided by 3]</i>

#### Certificate from the Statutory Auditor

This is to certify that .....*[Name of the Firm][Registered Address]* has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory Auditor Seal of the Firm)**

**Note:**

- In case the bidder does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
- This Form shall be submitted on the letter head of the CA / Statutory Auditor
- The certificate shall have a UDIN Number

**FORM 4D: POWER OF ATTORNEY**

(for authorized representative of the bidder)

**(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)**

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. ....son / daughter / wife and presently residing at ..... who is presently employed with / retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels". The selection of Contractor for Dredging Corporation of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF....., 20\*\*

For ...

**(Signature, Name, Designation and Address)**

**Witnesses:**

1.....

2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

### FORM 4E: LIST OF KEY PERSONNEL

Sr. No.	Position / Role	No.
1	Dredge Master	
2	Dredger Control Operator (DCO)	
3	Licensed Engine Driver	
4	Driver 1 <sup>st</sup> class	
5	Greaser	
6	Lascar	
7	Pipeline in-charge	
8	Pipeline Assistant	
9	Labourer	
10		
11		
12		

**Notes:**

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document. It may be noted, that the key personnel proposed and the number of personnel required must also meet the criteria as stipulated in Inland Vessel Act 1917
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior information to Engineer-in-charge.



**FORM 4F: LIST OF ONGOING ASSIGNMENTS**

S . N o.	Full Post al Address of Client & Name of officer-in- charge	Description of the work including other works	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of Commence- ment of work	Scheduled completion period	Average completion as on date	Expected date of completion	Machinery deployed

## FORM 4G: DECLARATION BY THE BIDDERS

Date:.....

To  
HOD(OPS)  
DCIL,,  
Visakhapatnam,A.P.

Dear Sir,

**Sub: Declaration from the Bidder.**

**Tender Reference No:.....**

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I / We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	I / We accept the payment terms of clause 42 of General Conditions of Contract.
4.	I / We provide our acceptance to all Tender Terms and Conditions.
5.	Acknowledgment by Bidder as per Clause 8 of ITB
6.	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
8.	I / We agree to disqualify us from this tender and black list us for tendering in DCIL/ IWAI projects in future, if it comes to the notice of DCIL/IWAI that the documents/submissions made by me/us are not genuine

**Yours faithfully**  
**(Signature of the Bidder,**  
**with Official**  
**Seal)**

**Note:** Please Tick the appropriate box in the above table.

## FORM 4H: BIDDERS INFORMATION FORM

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4I: LIST OF THE DREDGERS, EQUIPMENT, ETC.**

(Proposed for assessment of the work capacity & deployment schedule)

It may be noted that the Cutter Suction Dredger (CSD) can be either non-propelled or self-propelled. Dredging is to be carried out with suitable cutter suction dredgers having minimum capacity of 250 cum /hr and preferably 300-500 M3 solids per hour. The dredger should be accompanied with all the supporting vessels for dredging works as well as for shoal to shoal movement of dredging fleet and personnel.

SL No	Name of Dredger / craft equipment/Land equipment proposed (with registration wherever applicable)	Technical details i.e type, size, machineries including registration & survey certificates, year of procurement, details of pipelines & their availability etc.	Rated capacity	Output expected (cubic metre of solids at insitu) to be achieved during operation at minimum 500m pumping distance *			Whether owned or to be hired/procured	Remarks (Additional relevant information)
				Per hour	Per week	Per month		

\* To be mentioned whether the assessment on the output to be achieved on one shift or two shift and duration of each shift:-

**Note:**

1. If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form
2. In case of hired equipments, the consent letter from the owner of the equipment for hiring till completion of the project is to be appended along with registration certificates and year of procurement for the proposed machinery.
3. In case of equipment to be procured, status of timelines of procurement to be included.
4. If required, separate / additional sheets can be used.
5. The documentary evidence submitted by the Bidder for the proposed Dredger or equipment to be deployed should indicate the capacity and the age of the Dredger/ equipment.

(Signature of authorized representative)

**FORM 4J: FORMAT FOR PRE-BID QUERIES BY BIDDERS**

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

**Pre – Bid Queries**

<b>Sl. No.</b>	<b>Section No. Clause, Sub Clause No and Page No.</b>	<b>Tender clause</b>	<b>Query</b>
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

Note: Editable soft copy of the queries is required to be submitted by the bidders along with the pre bid queries on the letter head through email.

**FORM 4K: Power of Attorney for Lead Member of JV/Consortium**

*(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly registered. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and registered in the jurisdiction where the undertaking is being issued.)*

Whereas the Dredging Corporation of India (the "Corporation") has invited Bids from interested parties for the "Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River(NW-16) Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels" and

Whereas, ....., ....., .....and  
.....(collectively the "JV / Consortium") being Members of the JV / Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and Corporation to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....having our registered office at ....., M/s.  
..... having our registered office at ....., M/s. ....  
having our registered office at ....., and ..... having our registered office at

....., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV / Consortium and any one of us during the bidding process and, in the event the JV / Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV / Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in

bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV / Consortium and generally to represent the JV / Consortium in all its dealings with the Corporation, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV / Consortium's Bid for the **“Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in various National Waterways in NER (NW-16) between Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels”**. And hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2024

For ..... (Signature)  
..... (Name & Title)

For ..... (Signature)  
..... (Name & Title)

For ..... (Signature)  
..... (Name & Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)

(To be executed by all the Members of the JV / Consortium)

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.*



**FORM 4L: STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letterhead of the Bidder)*

Ref.

Date:

To,

HOD(OPS)

DCIL,,

Visakhapatnam,A.P.

Dear Sir,

We hereby confirm that we/ our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... *(insert member's name)* will act as the Lead Member of our JV / Consortium .\*

We have agreed that ..... *(insert individual's name)* will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the tender document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

## FORM 4M: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

1. {..... a business entity registered under .....with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
2. {..... , a business entity registered under ..... with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... a business entity registered under .....with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND & THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Dredging Corporation of India (the “**Corporation**”), has invited Bids (the “**Bids**”) by its Request for Bid dated ..... (The “**tender Document**” for “Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in various National Waterways in NER (NW-16) between Bhanga to Badarpur by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels” (the “**Work**”).
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and

- (C) It is a necessary condition under the TENDER document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

### **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

### **JV / Consortium**

The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### **Covenants**

The Parties hereby undertake that in the event the JV / Consortium is declared the Preferred Bidder and awarded the Project, all the parties shall sign the contract agreement on behalf of the Parties/ JV/Consortium.

### **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the tender for **“The Work”** when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“The Work”**.
- (c) Parties shall jointly and severally endeavor to carry out the works, if awarded to them pursuant to the bidding process conducted by the Corporation, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Corporation and the JV / Consortium's.

### **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

### **Shareholding**

The share of each of the JV/Consortium members is as under (ref. 6.9.2 & 6.9.3. of ITB):

1. (Name of the Lead member), Lead member ..... % share
2. (Name of the Second member), Second member .... % share
3. (Name of the third member), Third member ..... % share.

### **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances

that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

(e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

### **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for "**The Work**" is achieved under and in accordance with the tender for "**The Work**" in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Corporation to the Bidder, as the case may be.

### **Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Corporation.

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of**

**For and on behalf of SECOND PART**

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Notes:**

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and registered in the jurisdiction where the Power of Attorney has been executed.*



### FORM 40: BID CAPACITY

Eligibility and Qualification Criteria		Compliance Requirements			Documentation submission requirements
	Single Entity	Joint Venture (existing or intended)			
			Member 1	Member 2	Member 3
Available Bid Capacity should be More than value of contract / contracts applied for					Form 4C & Form 4F

**Bid Capacity= [(A\*N\*1.5)-B],** where

A = Maximum value of works executed in any one year during the last five years ending 31<sup>st</sup> March 2024 (updated to the current price level), in INR

B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N = No. of years prescribed for completion of works for which bids are invited (**i.e. 3.0**).



**SECTION - V:**  
**FINANCIAL BID STANDARD FORMS**

**Form Fin – 1: Financial Bid Submission Form**

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for *[Insert title of Assignment/Job]* in accordance with your Request for Bid dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies) excluding GST *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

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

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

We remain,

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory :**

**Name of Firm :**

## FORM FIN – 2

## **BILL OF QUANTITY (BOQ)**

Name of work: Tender for - Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16) from Bhanga to Badarpur (10.5kms) by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels

Tender Ref: TENDER No. DCIL/OPS/NW-16/2024, Dated: 09-08-2024

Name of Work	Qty	Unit	Quoted	Not Quoted
Development & maintenance of fairways in the following waterways as per tender condition including the cost of material, equipment, men, taxes etc:				
Barak River (NW-16) – from Bhanga to Badarpur for Fairway width of 32 m & depth 2.0 m (10.5 km approx ) 6 months during lean season, i.e tentatively from 15th October to 15th April each year				
Execution of works by deploying minimum 2 number dredgers/units for 1 <sup>st</sup> year and minimum one ( 1) number dredger Unit for 2 <sup>nd</sup> and 3 <sup>rd</sup> year of appropriate size, type and capacity and other equipment as per general and special conditions and technical specification. The rate includes survey (at all stages- Pre and Post dredging) and design fees, mobilization and de-mobilization charges of all the equipment, shifting charges from one location to other locations , dumping of dredged spoil up to maximum of 500m through pipelines or road transportation including expenses on construction of dyke or soil retaining arrangement, accommodation of man power, survey equipment, channel marking (temporary / Permanent), bandalling, river training, insurance, others etc. taxes (except GST) as prevailing and all other charges, expenses etc. complete in all respect.	LS	1		
Total (A)		1		
GST @ ____ (B= ____% of A)	%	1		
Grand Total C = A+B		1		

### NOTES:

1. The Bidder to tick ( ) the above quoted/ Not Quoted and upload the same along with technical bid duly signed. GST % to be indicated.
2. Bidder has to quote Lump sum amount for three years for Barak river (NW-16) between Bhanga to Badarpur (NW-16) as given above, then only the bid shall be considered for evaluation.
3. During Financial Bid Evaluation, for selection of lowest Bidder would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.
4. Fuel escalation will be paid from 2<sup>nd</sup> year onwards **as per clause 7.0 of GCC and will be paid monthly**
5. The work is invited by DCI on behalf of IWAI.
6. The Above BOQ shall be inclusive of all. No escalation other than fuel escalation shall be paid during the contract period.
7. Monthly Payment shall be on prorata basis as % of Lumpsum amount quoted as per tender conditions **for the actual period of work done.**
8. No idle time charges will be paid to the contractor on any account during the contract period.

#### **Authorized Signatory:**

**Name** :  
**Designation** :  
**Name of Firm** :  
**Address** :

**SECTION-VI**  
**GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### CLAUSE - 1: DEFINITIONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the MD & CEO, Dredging Corporation of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount discovered through the bidding process **and entered into the contract.**
- iii) **Contractor:** means the successful Bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Dredging Corporation of India and his successors.
- v) **Principal Employer/ IWAI/ Authority** means “**Inland Waterways Authority of India**” who has given the work to Dredging Corporation of India and on whose behalf the tenders are invited.
- (v) **DCIL/ Department/ Owner** shall mean the Dredging Corporation of India, which invited tenders and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work on behalf DCIL
- (vii) **Engineer-in-charge representative** shall mean any officer of the Corporation nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **MD & CEO, DCIL** means the **Managing Director & CEO** of Dredging Corporation of India Limited, as the case may be.
- (ix) **CGM** means the Chief General Manager of Department of the Corporation, as the case may be.
- (x) **Hydrographic Surveyor** means the Hydrographic Surveyor of the Corporation/ IWAI, as the case may be
- (xi) **HOD** means the Head of the Department/ Division, DCIL, as the case may be.
- (xii) **Work Order** means a letter from the Corporation conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

- (xiii) **Day:** means a calendar day beginning and ending at mid-night.
- (xiv) **Week:** means seven consecutive calendar days
- (xv) **Month:** means the one Calendar month.
- (xvi) **Site** means the waterway and / or other places through which the works are to be executed.
- (xiii) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- (xix) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xx) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxi) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiii) District specifications means the specifications followed by the State Government in the area where the work is to be executed.

## **CLAUSE – 2 : INTERPRETATIONS**

- a. Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

## **CLAUSE – 3: PERFORMANCE GUARANTEE & SECURITY DEPOSIT**

### **3.1. PERFORMANCE GUARANTEE**

The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee from any nationalized/schedule bank in accordance with the form prescribed within 2 weeks of the issue of Letter of Acceptance (LOA).

The bank guarantee shall be valid till expiry of 180 days after the end of 'Period of liability' defined in the contract document.

## 3.2 SECURITY DEPOSIT

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.

- 3.3 The contractor whose tender is accepted has to enter into an agreement with DCIL for the due fulfillment of the provision of the tender document. The security amount will be accepted in form of demand draft or through Net banking in favour of "DCIL" only payable at Visakhapatnam.
- 3.4 The total performance guarantee/security deposit shall remain with DCIL till satisfactory completion of Contract.
- 3.5 Interest will not be paid on security deposit or performance guarantee.
- 3.6 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Corporation, OR
  - ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work/ works at the risk and cost of the contractor.
- 3.7. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any security
- 3.8. The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of dredgers and equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the EIC shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.9. From the commencement to completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 3.10. If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the DCIL shall refund the security deposit to the



contractor after deduction of cost and expenses that the Corporation may have incurred and other money including all losses and damages which the Corporation is entitled to recover from the Contractor.

- 3.11. In case of not achieving the assured depth as per contractual provisions, the Engineer-in-Charge shall issue to the contractor a notice in writing pointing out the shortcomings and calling upon the contractor to explain the causes for the shortcomings within 3 days of receipt of the memo and 10 days from issuance of notice whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or deduct the payment as the conditions laid in the Contract and direct the contractor to get the measures of rectification of progress of work accelerated to the pre-defined level as per contract at the risk and cost of the contractor.
- 3.12. All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Corporation on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

#### **CLAUSE – 4 : REFUND OF SECURITY DEPOSIT**

The security deposit less any amount due shall, on demand, be returned to the contractor after 90 days on the expiry of Contract or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

#### **CLAUSE – 5 : SUFFICIENCY OF TENDER**

- 5.1. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of works and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

The Contractor shall be deemed to have examined, visited and acquainted himself with the site and the surroundings to have satisfied himself to the nature contract and the stretch to be dredged in all weather conditions and as to the nature and conditions of means of transport and communication, whether by land, or by sea, to have made local independent inquires as to the soil/sub soil conditions variations thereof, storms, prevailing winds, oceanographic, bathymetric, climatic conditions and all other matter effecting the work.

Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matter affecting the contract shall not relieve the Contractor, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract.

## **CLAUSE – 6 : CONTRACT DOCUMENTS**

- 6.1. The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 6.2. The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3. A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Corporation
- 6.4. None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

## **CLAUSE – 7 : DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 7.1. Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
  - (a) Description in the Schedule of Quantities and Prices.
  - (b) Relevant Specifications and Special Conditions, if any.
  - (c) Drawings.
  - (d) General Specifications.
- 7.2. The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.3. Any error in description, quantity or price in Schedule of works and Prices or any omission therefrom shall not vitiate the Contract or relieve the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4. on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules:
  - (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.

- (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Bidder. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the Bidder shall be ignored.

**CLAUSE-8: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE**

- 8.1. The duties of the representative of the Engineer-in-Charge are to inspect and supervise the works and to test and examine any materials/ parts to be used or workmanship employed in connection with the works.
- 8.2. The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Corporation as though it has been given by the Engineer-in-Charge.
- 8.3. Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4. If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

**CLAUSE – 9: ASSIGNMENT AND SUB-LETTING**

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Corporation for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

## **CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS**

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorized by Corporation or any statutory body which may be employed at the site for execution of any work not included in the contract which the Corporation may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

## **Clause – 11 : CHANGE IN CONSTITUTION**

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 34 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-35.

## **CLAUSE – 12 : COMMENCEMENT OF WORK**

Date of issue of work order shall be regarded as the date for notice for commencement of work. The contractor shall commence the work at the respective site within 4 weeks of the date of the issue of work order. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

## **CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.**

- 13.1. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2. The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
  - (a) Specifications or revisions thereof other than standard printed specifications
  - (b) Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.

All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

The Contractor shall not be entitled to any right or claim whatsoever by reason of any representation/ explanation/ statement/ directions/ instructions or alleged representations/ explanation/ statement/ directions/ instructions, promises or guarantees given or alleged to have been given to him by any person other than what has been stated in the contract in his personal capacity.

#### **CLAUSE – 14: SETTING OUT THE WORKS**

The contractor shall provide all assistance and adhere to the instruction of Engineer in charge during the course of surveying, inspection, etc.

#### **CLAUSE – 15: URGENT WORKS**

If any urgent work (in respect where the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed, provided the directions are in accordance and confirmatory with relevant provisions in Contract.

#### **CLAUSE – 16: DEVIATIONS**

- 16.1. The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 16.2. If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 16.3. Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

#### **CLAUSE - 17: CONTRACTORS SUPERVISION**

- 16.1. The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the works with

such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge, directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

- 16.2. If the contractor fails to appoint a suitable arrangement as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable arrangement for supervision is restored by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

## **CLAUSE - 18: INSTRUCTION AND NOTICE**

- 18.1. Except as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.
- 18.2. All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing.
- 18.3. All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 18.4. The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
- 18.5. The "Hindrance Register" shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is finalized by the EIC.

## **CLAUSE -19: PLANT AND EQUIPMENT**

- 19.1. The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 19.2. The Contractor may deploy any item(s), plant, equipment and machinery for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not remove or withdraw any of such equipment, materials, temporary works or plant from the site without obtaining written permission to do so issued by the EIC. Such request will be

applicable only for repair works and other engagement during the flood period or at the idle period of resources.

## **CLAUSE – 20: PATENT RIGHTS**

The contractor shall indemnify the Corporation, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Corporation but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

The contractor shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/ comply any decree, order or award made against the owner.

Neither the contractor nor through any counsel engaged by the contractor shall defend himself in the name of the Corporation in any suit or proceedings.

The Corporation shall not be under any obligation to make the final payments to the contractor till any such suit or claim remains unsettled.

## **CLAUSE – 21 : MATERIALS**

- 21.1. The contractor shall at his own expenses provide / arrange all materials/logistics required for the bonafide use on work under the contract.
- 21.2. All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests/inspection, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials parts consumed in such tests/inspection and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests/ inspection which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 21.3. The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

## **CLAUSE - 22: LAWS GOVERNING THE CONTRACT**

The Courts at Visakhapatnam only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

## **CLAUSE - 23: WATCHING AND LIGHTING**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

## **CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

- 24.1. Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2. The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts/ night shifts to ensure completion of works under the contract as scheduled. However, contractor with prior intimation/ request for approval to be given to EIC from time to time to carryout work on round the clock even on Sundays and holidays except on public holidays to achieve the target depth subject to applicable labour law, law and order etc.

## **CLAUSE - 25 : LABOUR**

- 25.1. (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Corporation shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held any post under the Corporation immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Corporation or of the MD & CEO as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Corporation shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Corporation on account of such termination without prejudice to the Corporation's right to proceed against such officer.



- 25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
  - ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.
- 25.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.
- 25.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Corporation applicable in relation to the execution of works such as:
- i) Payment of wages Act.1936 (Amended)
  - ii) Minimum wages Act. 1948 (Amended).
  - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
  - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
  - v) Employer's Liability Act 1938 (Amended)
  - vi) Maternity Benefit Act. 1961 (Amended)
  - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
  - viii) The Industrial Disputes Act. 1947 (Amended)
  - ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
  - x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

- 25.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Corporation and also of any claims, suits or proceedings that may be brought against the Corporation arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Corporation or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 25.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.
- 25.8 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-25.5 or in the event of decree or award or order against the contractor having been received from the competent Corporation on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 25.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there

under or any other instructions issued by the Corporation in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

25.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

25.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 500/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Corporation against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Corporation towards fulfillment of the said decree, award or orders.

25.13 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

#### 25.14. ALCOHOLIC LIQUOR OR DRUGS.

The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

#### 25.15 ARMS AND AMMUNITION

The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

## 25.16. REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without written permission of the Engineer-in-Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

## CLAUSE – 26: ASSIGNMENT AND SUBCONTRACTING

### 26.1. Assignment of Contract

The Contractor shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or there under.

### 26.2. Subcontracting

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer conveyed through the Engineer. A subcontractor under the Contract must be a firm or person or entity that satisfies the relevant provisions of the Contract Agreement. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

In all other cases, the Contractor shall give the Employer not less than 28 days' notice of;

- (a) The intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,
- (b) The intended commencement of the Subcontractor's work, and
- (c) The intended commencement of the Subcontractor's work on the site.

## **CLAUSE -27: PROTECTION OF THE ENVIRONMENT**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible / acceptable values, and shall not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of Engineer or duly authorized representatives of government of the country in which Works are executed as and when so required.

## **CLAUSE – 28: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.**

28.1. Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed off as directed by the Engineer-in-Charge.

However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Corporation shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.

Fossils, coins, articles of value, structures and other remains or things of geological or Archeological interest discovered on the site shall be the absolute property of the Corporation. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Corporation

## **CLAUSE – 29: FORCE MAJEURE**

29.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

29.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure

and neither the Corporation nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

- 29.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

### **CLAUSE - 30 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 30.1 If the contractor or his labour or sub-contractor, injure destroy or damage boats, pipe lines, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall up to receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.

If it appears to the Engineer-in-Charge or his representative at any time during to or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in- Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Corporation is wasted or is misused by the contractor or any of his employee shall be to the account of the contractor, who shall make good the loss.

### **CLAUSE – 31 : CONTRACTOR’S LIABILITY AND INSURANCE**

- 31.1. From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss of Plant, Equipment and Material shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 3.2. i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect :

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Corporation's T & P, Plant and Equipment, Material etc. to the Corporation's store. The cost of such re-execution of the works, removal of damaged works and carrying of Corporation's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 31.3. The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 31.4. The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 31.5. The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 31.6. (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Corporation but including the Corporation building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose, the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs.3,00,000 for one person and Rs.10,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs.10,00,000
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors

(if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.

- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Corporation may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. The Contractor will be deemed to have indemnified DCI and IWAI officials against consequential losses from the date such insurance becomes due.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.
- (e) **Care of works:** The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the expiry of contract.
- (f) **Insurance of Contractor's Equipment, Plant and materials.**

The Contractor shall, without limiting his obligations and responsibilities under clause 31.6(e):

- i) The Materials and Plant for incorporation therein in the Works, to their full replacement cost at Site. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred,
- ii) An additional sum of 10 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and
- iii) The Contractor's Equipment and other things brought onto the Site by the Contractor, for a, sum sufficient to provide for their replacement at the Site.
- iv) The insurance in paragraphs f (i) and (ii) above shall be in the joint names of the Contractor and the Employer and shall cover the Employer and the Contractor against all loss or damage from whatsoever cause arising from the first working day after the Commencement Date until the date of expiry of contract, and the Contractor for his liability for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Contract. It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract. Any amounts not insured or not recovered from the insurers shall be



borne by the Contractor in accordance with their responsibilities under Clause 31.6(e).

### **CLAUSE – 32 : SUSPENSION OF WORKS**

- 32.1. The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.
- 32.2. The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
- (a) On account of any default on the part of the contractor or
  - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
  - (c) for the safety of the works or part thereof.
- 32.3. The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

### **CLAUSE – 33: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

### **CLAUSE – 34 : TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Corporation being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

## **CLAUSE– 35 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART**

- 35.1. If the Contractor does not commence the work in the manner described in the Contract document or if he shall at any time in the opinion of the engineer.
- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
  - (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
  - (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize/ supply suitable dredgers, plants, equipment, labour, materials or other equipments to the worksite as stipulated in the contract, or
  - (iv) fails to commence, carry and execute the work to the satisfaction of the EIC, or
  - (v) abandon the work, or
  - (vi) Substantially suspend the work or the works for a minimum period of 30 days without any prior permission of Corporation/ EIC, or
  - (vii) commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 30 days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or
  - (viii) the contractor becomes bankrupt, insolvent or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction which amalgamations or reconstruction would assume complete responsibility and liability of the work with the prior approval of the owner and would furnish all guarantees by new formation.
  - (ix) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

Then the Corporation shall have the power to enter upon the work and take possession of all the equipments of the contractor thereon, and to remove the contractor's license to the same and to complete the work by his agents or other contractor or workmen or to relate the same upon any terms and conditions and so such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose of completion of the work specified in the contract, and without any payment/allowance to the contractor for the use or of the equipment or being liable for any loss or damage thereto the

equipments. If the Corporation shall by reason of its taking the possession of the works being completed by other contractors (due account being taken of such extra work or works which may be omitted) then the amount of such excess work or works which may be due for work done by the contractor under the contract and not paid for.

In case of any deficiency to be paid to the Corporation by the contractor, the contractor shall make or in case of any deficiency remaining unsettled then the Corporation shall have the power to sell in such a manner and for such a price as it may think fit all or any of the equipments belonging to the contractor and to recoup and retain the said deficiency or any part thereof out of the sale proceeds.

#### 35.2. Corrupt Practice

The Contractor shall not offer or to give to any person in the employment of the Corporation or working under the orders of MD & CEO, DCIL any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the MD & CEO, DCIL to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

#### 35.3. The Engineer-in-Charge shall, on such termination of the contract, have powers

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
- ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid

#### 35.4. On termination of the contract in full or part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary , enabling and ancillary works, within a stipulated period if the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.

#### 35.4 If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Corporation. If the contractor fails to pay such an amount , as aforesaid, within thirty days of receipt of notice in writing from the

Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.

- 35.5 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 35.6 The contractor shall not construct any structure even of a temporary nature for any other purpose on DCIL office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the MD & CEO, DCIL.
- 35.8. DCIL also reserves its right to determine/ terminate the contract on following basis :
- (i) Corporation shall, at any time, be entitled to determine and terminate the contract, for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 15 (fifteen) days' time for such determination and termination including the reason thereof.
  - (ii) The contractor upon receipt of such notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to work terminated, and upon terms satisfactory to the Corporation, stop all further sub-contracting or purchasing activity, related to the work terminated and assist the Corporation in maintenance, protection and disposition of the works acquired under the contract by the Corporation.
  - (iii) Should the contract be determined under the sub-clause (i) of the above said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination.

## **CLAUSE - 36 : COMPLETION TIME AND EXTENSIONS**

- 36.1. Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 36.2. However, if the work is delayed on account of:
- i) Suspension of work as per clause 32 ; or
  - ii) "Force Majeure" as per clause 29; or
  - iii) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The

Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within seven days of the date of happening of any such events as indicated above.

- 36.3. In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time for total maintenance without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within seven days of the date of receipt of such request or within fourteen days of the occurrence of the event.

#### **CLAUSE – 37 : COMPENSATION FOR DELAY**

If the contractor fails to complete all items of works in respect of any of the sub-group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period of completion, he shall, without prejudice to any other right or remedy available under the law to the Corporation on account of such breach, pay liquidated damages as an ascertained/agreed as per Clause No. 38.

#### **CLAUSE – 38 : LIQUIDATED DAMAGES**

- 38.1. If the contractor fails to maintain the navigational marks and or also not maintain the specified minimum depth and width for continuous two month period as stipulated in the aforesaid tender or any extended period he shall without prejudice to any other right or remedy of the Corporation on account of such default, pay compensation (not by way of penalty) at the rate of 1 ½ % (one & half percent) per month of delay to be computed per day basis on the total value of the contract for the concerned year subject to a maximum of 10% of the total value of the contract for the concerned year, in addition to the deduction to be applied as per clause 6.0 (V), SECTION VII, Technical and special conditions.
- 38.2. The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Corporation
- 38.3. All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 38.4. Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

#### **CLAUSE – 39 : INSPECTION AND APPROVAL**

- 39.1. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative of the Corporation for inspection in each sector as per scheduled described in the Contract and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor

to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

39.2. Vessels & logistic is to be kept ready by the contractor for regular inspection to be carried out by the EIC or his representative by their vessels. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally, all attempts should be made to have joint inspection and number of inspections be not less than during every calendar month as per clause 39.3.

39.3. Schedule of inspection during every month

Sl. no.	Inspection schedule for each sector	DCIL and/ or IWAI representatives	Contractor Representative
1	1 <sup>st</sup> Week of every month	HS/other authorized Representative (DCI) and/ or AD/ AHS/JHS/ TA/Supervisor/FA (IWAI)	One Surveyor & one supervisor/Engineer
2	2 <sup>nd</sup> Week of every month	HS/other authorized Representative (DCI) and/ or AD/ AHS/JHS/ TA/Supervisor/FA (IWAI)	One Surveyor & One Engineer
3	3 <sup>rd</sup> Week of every month	HS/other authorized Representative (DCI) and/ or AD/ AHS/JHS/ TA/Supervisor/FA (IWAI)	One Surveyor & One supervisor/ Engineer
4	4 <sup>th</sup> Week of every month	HS/other authorized Representative (DCI) and/ or Director/DD/ AD/ AHS/JHS/ One Officer from HQ	One Surveyor & One senior level officer

HS- Hydrographic Surveyor, DD-Deputy Director, AHS-Assistant Hydrographic Surveyor, AD- Assistant Director JHS- Junior Hydrographic Surveyor, TA-Technical Assistant, FA-Field Assistant

39.4. In addition to regular inspection as per above clauses, an additional independent agency will be appointed by DCI/IWAI to carryout random inspection of 20 % of work carried out during every week for the respective schedule to validate the depths achieved. The agency appointed by the DCI/ IWAI for random inspection of 20% work for the week will be intimated to the Contractor. Vessels including Survey vessels & logistic is to be provided by the contractor for inspection to the officials of Independent Agency along with representative of DCI & IWAI. The contractor can have the inspection schedules finalized with the Engineer-in-charge. However, attempts should be made to have joint inspection to complete the required inspection by the agency during every week and submit the interim report to EIC immediately after the inspection and final report at the end of every month. In case of discrepancy in between the joint inspection report and report from independent Agency, EIC will take action as per the provision of the contract. Further, it is mandatory to attach the final report of Independent agency along with the certified bills. Depending on the

margin of difference between Regular and additional independent agency inspection, EIC may increase or decrease the % of survey to be conducted, through independent agency.

#### **CLAUSE – 40 : MAINTENANCE CERTIFICATE DURING EVERY MONTH**

The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of maintenance indicating the date of inspection. Should the Engineer- in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

#### **CLAUSE - 41 : MEASUREMENTS**

- 41.1. The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 41.2. Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement made during Hy. survey/ inspection.
- 41.3. All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Corporation so that the complete work performed under the contract is duly accounted.
- 41.4. Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative. In addition to this, an Independent agency will also carry out the random inspection (20% of the work for the month for each schedule) and submit the report to EIC as per clause 39.4.
- 41.5. Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 41.6. The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 41.7. Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the

item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items and deviations.

**CLAUSE – 42: PAYMENT ON ACCOUNT**

42.1. Schedule of monthly payments will be as follows;

Sl. No.	Month	% age of amount payable during each year as per quoted rate for particular year for, NW-16 as per Amount quoted in BOQ respectively.
1	January	5.555
2	February	5.555
3	March	5.555
4	April (15 days)	2.778 (first 15 days)
5	May	
6	June	
7	July	
8	August	
9	September	
10	October (15 days)	2.778 (last 15 days)
11	November	5.555
12	December	5.555
Total		100/3= 33.33 % per year

Note: Month for payment starts from a particular date of the month when work commence to same date in successive month

The above schedule is tentative example of payments to be made, However, same may vary if the season for Development and maintenance of LAD varies in the year (6 months period). Ref Cl. 6 of Section VII Technical Specifications.

42.2. Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for work completed as per contract. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).

Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

42.3. The payment is on back to back basis. Payment of the contractor's bills shall be made by the Corporation only in Indian Rupees within 45 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge and upon receipt of payment from IWA

42.4. Payments due to the contractor shall be made by online transfer by the Corporation/ Engineer-in-Charge or his authorized representative. Payments shall be credited to bank account as per the details for the same is already furnished.



- 42.5. Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.

Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

GST at the applicable rates shall be deducted at source from any payment made to the contractor against this contract. **Goods & Services Tax Registration certificate and proof of payment shall be submitted by the Contractor for reimbursement purpose.**

#### **CLAUSE – 43 : TAXES, DUTIES AND LEVIES ETC**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise tax or any other local or central taxes as applicable/ charged by Center or State Government on all materials, including POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract except GST, shall be payable by the contractor and the Corporation will not entertain any claim for compensation whatsoever in this regard. **The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. except GST. However, GST actually paid by the contractor will be reimbursed on production of documentary evidence.**

#### **CLAUSE-44 : TAX DEDUCTION AT SOURCE**

GST at the applicable rate as per prevailing Act/Rules shall be deducted from all the payment/advances made against the contract.

#### **CLAUSE – 45 : PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished

#### **CLAUSE - 46 : OVER PAYMENTS AND UNDER PAYMENTS**

- 46.1. Whenever any claim whatsoever for the payments of a sum of money to the Corporation arises out of or under this contract against the contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Corporation or from any other sum whatsoever due to the contractor from the Corporation or from the Corporation or from his security deposit, or he shall pay the claim on demand.
- 46.2. The Corporation reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when

detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 50 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

- 46.3. If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Corporation from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Corporation.
- 46.4. Provided that the aforesaid right of the Corporation to adjust over-payment against amount due to the contractor under any other contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 46.5. Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Corporation against any claim of the Corporation or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Corporation or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

#### **CLAUSE - 47 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

- 47.1. All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.
- 47.2. The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

#### **CLAUSE – 48 : FINALITY CLAUSE**

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout out of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

**CLAUSE – 49 : SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS**

All sum payable by way of compensation to the Corporation under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

**CLAUSE – 50: ARBITRATION**

50.1 If any dispute or difference of any kind whatsoever shall arise between Employer and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

In the event of any dispute or difference, a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

50.2. Arbitration proceedings shall be conducted in accordance with the rules of procedure

Any dispute or difference arises between DCI and the Contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the Contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director & CEO of DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996 and amendments thereafter. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentelite. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

**CLAUSE – 51: VALIDITY OF TERMS & CONDITIONS:**

The parties agree that if any term or provision of this contract is declared by a Court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected and the right and obligations of the parties shall be construed and enforced as if this contract did not contain the particular term or provision held to be invalid.

## CLAUSE 52: INTEREST

No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

## CLAUSE 53: ADVANCE PAYMENT

The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.

The mobilization advance will be interest bearing and the **interest @ 10.00% per annum** to be calculated on unrecovered mobilization advance, but in no event exceeding the amount stated in the Appendix to Bid.

Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an **unconditional Bank Guarantee from any nationalized / scheduled bank** for amount equal to 120% of the advance proposed to be availed in a form and by a bank acceptable to the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this clause.

The advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this clause.

The recovery of mobilization advance shall commence from 2<sup>nd</sup> Interim Payment Certificate or 90 days from the date of payment of mobilization advance whichever is earlier. The recovery would be @ 12.5% of the gross value of works claimed in the bill to ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed. The interest shall also be recovered from each interim Payment Certificate / Running Account Bill as stipulated in the Appendix to Bid less Provisional Sums, if any, and shall be made at the rate stated in the Appendix to Bid of the amount of all Interim Payment Certificates until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment.

**SECTION – VII**  
**TECHNICAL & SPECIAL CONDITIONS**

**SECTION – VII**  
**TECHNICAL & SPECIAL CONDITIONS**

**A. OBJECTIVE AND AREA OF WORK**

1. Dredging Corporation of India Ltd.,(DCIL) is under administrative control of four major Ports of Visakhapatnam Port Authority, Paradip Port Authority, Deendayal Port Authority and Jawaharlal Nehru Port Authority. DCIL was set up in 1976 for catering to dredging requirements and development of Major Ports for the purposes of shipping and navigation. The Corporation is entrusted with currently entrusted by IWAI the work for “Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River (NW-16), by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels”. Following two National Waterways are proposed for Fairway Maintenance:

Barak River (NW-16): Bhanga to Badarpur (10.50 km)

2. There is substantial meandering and braiding in the river which during lean season (Oct to March) results into formation of shoals at various places. The selected bidder will have to identify the best course of navigational channel from time to time and remove shoals [shallow area w.r.t. targeted least available depth (LAD)] by dredging and / or bandalling. The selected bidder is also to provide necessary channel marking for smooth and safe navigation by cargo and passenger vessels up to about 90 m length, about 12 m width and 2.0 loaded draft.
3. Barak river system is the second largest river system in the North Eastern Region. It originates from south of Kohima in Nagaland near Nagaland - Manipur Border. After traversing through Nagaland, Manipur and Assam, it splits at Bhanga into two streams called Surma and Kushiya. These two streams rejoin at Markuli in Bangladesh and thereafter the river is called Meghna. Barak - Meghna river system has a total length of 900 km (origin to upstream Chandpur in Bangladesh). Out of this, 524 km is in India, 31 km on Indo- Bangladesh Border and the rest is in Bangladesh. Out of 524 km in India, 403 km u/s of Lakhimpur is in the hilly terrain and is not navigable.
4. **Scope of work: -**
  - 4.1. To deploy minimum 2 No's. CSD Units (Each CSD Unit shall have CSD + Tug + Accommodation boat) are required to carry out requisite dredging and along with bandalling, channel markings, bank protection, RT works, etc., to maintain the fairway of 32 m width and 2.0 m LAD during lean season from October to April in NW-16. **Accommodation boat is not mandatory. Tug / suitable Pulling or pushing marine craft can be used. In case there is delay in issue of work order/ Notification for award of work, the period for “Development and Maintenance period for first year lean season (6 months)” shall be from “Date of commencement pursuant to Cl. 12 GCC” up to “6 months”. The payments shall be made only for the period of actual work done as per table at Cl. 42.1 GCC.**
  - 4.2. Soon after receipt of LOI/WO/ notice for commencement, contractor has to survey the area and shall identify the critical shoals to tackle for initial dredging enable to maintain the LAD of 2.0 m and 32 m width of fairway.
  - 4.3. Fairway width of 32 m shown along the deeper line of total 10.5 kms is indicative to the contractor. However, the same fairway of 32 m may subject to vary from time to time and it

is the contractors obligation to identify the 32m width and 2.0 m LAD fairway periodically through surveys since commencement of dredging by identifying the critical shoals and to clear the same enable to safe sailing of consignment / cargo smoothly till October.

- 4.4. Dredging is to be carried out with suitable cutter suction dredgers having minimum capacity of **250 cum /hr and preferably 300-500 M<sup>3</sup> solids per hour.**(However the capacity of dredger must meet the requirement of working condition of site along with operation in shallow patches).
- 4.5. Contractor shall maintain the navigational channel or fairway width of 32.0 m and navigational least depth of 2.0m throughout river/ Ro Pax channels as specified can be done by the combination of dredging, bandalling system or any other feasible system.
- 4.6. Additional channel width with adequate radius of curvature shall be provided to facilitate movement of Tug Barge floatilla, wherever required without any additional cost and risk liability to DCIL. In case, if any vessel faces any difficulty in navigation, necessary assistance shall be provided to the operation in overcoming the difficulty without risk and cost liability to DCIL.
- 4.7. Further, sufficient no. of channel marking in straight portion and also to provide the sufficient no. of marks at bends/critical location are to be erected in the maintained channel in the way it is safe for navigation and can be easily identified as navigation route by the end users during their course of navigation without any assistance. Sufficient number of manpower should be deployed by the contractor on the dredgers / other works to execute the work at any time of the contract period at his cost.
- 4.8. The quantity of dredging, length of bandal and navigational marks is to be ascertained by the bidders as per site condition / own resources / and may also taking into consideration of data available in IWAI website (LAD report and river notices), for these stretches. However, it is a fact that the quantum of dredging and bandalling varies year to year based on the condition of channel after flood season and it may vary. Before finalizing the bid, it is advised that the bidder would collect necessary information, data, navigational charts of NWs or any other site information related to availability of men, material, equipment, etc., and familiarize himself with site conditions before bidding.
- 4.9. Mobilization of any men, machinery / equipment and materials to project site is the responsibility of contractor.
- 4.10. The contractor shall submit the rate analysis for the work/sub item in case the DCIL requires the same during the bidding process.
- 4.11. Once the price has been firmed up between the Corporation and the Contractor, the same shall remain unchanged without any scope of variation/ alteration/ amendment.

**5. Period of Contract: -**

The total period of Contract will be three years and based on the performance of the contractor, extension of work for the subsequent 2 years shall be awarded on year to year basis subject to approval of IWAI by entering into a supplementary agreement after

deposition of security deposit for the additional value of work awarded for subsequent year accordingly.

**6. Technical Specifications: -**

- (i) The material to be dredged is sand, silt, soft clay or a mixture of these materials, compact and sedimented clay or sand or any other material deposited on the river bed. If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also be continued to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials.
- (ii) Materials dredged may be disposed on to the banks of the waterway or onto the low-lying area ashore in case of narrow portion. In wider reaches, it shall be deposited off far away from the navigational channel and in case the dredged material has a tendency to come back to channel, then its disposal distance shall be increased suitably to avoid repeated work. If required temporary dyke is to be constructed for holding the material as directed by the Engineer-in-charge. The dredged material can also be disposed of in the secondary channel so that it gets silted up benefitting the main channel. The dredged material is the property of State Government. For any possibility of disposal in the interest of early completion of such activity, contractor, in consultation with State Government, fulfilling all the norms/ conditions/ permission of the State Government for this purpose, may dispose-off the dredged material.
- (iii) The contractor shall identify the disposal sites, obtain necessary permission from Engineer-in-charge and necessary permissions from the land owner wherever required and the expenditure thereof including the payment to the land owners if any for hiring/taking on lease etc for dumping shall be borne by the contractor.
- (iv) The waterway shall be maintained to obtain a channel of 32m bottom width and a depth of 2.0 m as indicated in entire areas of the waterway in entire mentioned stretches as per provisions contained.
- (v) (a) No additional payment / claim can be considered even though the depth of cut or width of channel is made by the contractor beyond the 2.0 m depth & 32 m width in entire sections. In any stretch of dredged channels, if the depth or width is found less than specified under para 6 (iv), the deduction in payment will apply as follows. Decision of EIC to accept the work done with or without the deductions shall be final and binding.

Sl.no	Deductions for non-compliance of Assured Depth LAD → 2 M & CBW → 32 M	Deduction from Monthly bill for each non-compliance found in a joint weekly survey during the month as illustrated in sub-para 6 (vi).
1	On achieving the assured depth of 2 m & width of 32 m	Nil
2	On achieving the assured depth of 1.9 m & width of 30 m to 32 m	5% for each weekly default
3	On achieving the assured depth of 1.8m & width of 30 m to 32 m	10% for each weekly default



4	For a depth less than 1.8 m & width of 30 m	100% for each weekly default (No Payment)
5.	If a weekly joint survey establishes that the Service Provider failed to maintain the navigational marks according to stipulations in Section VII, Description of Services to the Contract, deductions shall also be made from the respective monthly bill @1% of the verified payable amount for each such weekly default.	

- (a) The above deductions shall be affected as per the amount quoted for corresponding stretch (i.e. individually for NW-16 Stretch in the BOQ).
- (b) In each year, first 30 days from the date of commencement shall be considered as development/attainment period. No penalty shall be imposed subject to attainment of the required depth of 2.0 m by the end of development/ attainment period as per contract. In case of non-achievement payment shall be as per table v (a) above.
- (c) Contractor shall ensure to complete attainment as per sl.no.1 of table above, within 30 days by deploying suitable capacity or additional capacity as required
- (d) In case the contractor fails to achieve the required depth of 2.0 m continuously for 2 months from date of commencement, this shall be considered as non-performance by the contractor and Liquidated damages shall be levied. EIC will issue Notice to rectify in such case. Further, if depths of 2.0 m are not achieved by the end of third month from commencement, it shall be considered breach of contract as per Cl. 35.1 (i) and contractor shall be terminated after giving 15 days' notice at risk and cost of contractor
- (e) Further, in unforeseen circumstances, if there is requirement of overall shifting of 6 months working period (due to change in flood pattern), Employer may shift six months working period according to site condition as mentioned at clause 6(vi) of SECTION-VII.
- (vi) The deductions mentioned in the table above are applicable only for the period as mentioned below for the respective stretches of National waterways as per the provisions contained in this tender;
- (a) For Barak River, NW-16 from 15th October till 15th April, Incase commencement is by 15<sup>th</sup> October tentatively.

**Note:** In case there is delay in issue of work order/ Notification for award of work, the period for “Development and Maintenance period for first year lean season (6 months)” shall be from “Date of commencement pursuant to Cl. 12 GCC” up to “6 months”. The payments shall be made only for the period of actual work done as per table at Cl. 42.1 GCC.

**As an Example: -The Operation of the Table shall be as under**

Monthly payment(Mp)= %age of contract Price

Weekly Default Deductions (Wd) 1,2,3,4 = =[Mp/4] \* %age] where %age of default

Formulae:

1)Monthly amount payable(MAp)= **MAp=Mp-[Wd1+Wd2+Wd3+Wd4]**

2) Monthly Due =  $M_d = M_{Ap}$  (In case of No default) =  $[M_{Ap} - 1\% \text{ of } M_{Ap}]$  (In case of default) Example:

Suppose (in case of NW where 2.0 m / 32m to be maintained.

- a. Contract price for one year is ₹100Cr (excl. taxes) and
- b. For Operating Month with 10% Therefore, in case of

**A) No Default Condition (with LAD of 2.0 m and width of 32 m with sufficient day channel marks)** Amount Payable for month =  $M_p = M_{Ap} = M_d = ₹10 \text{ Cr}$

**B) Default with following LAD:**

**Deduction Week1 = 2.0m / 32 m → 0%**

**deduction Week2 = 1.9m / 30 m to 32 m → 5%**

**deduction Week3 = 1.8m & 30 m - 32 m → 10%**

**deduction Week4 = 1.7m & 30m - 32m width → 100%**

**Using Formulae-1**

$$M_{Ap} = M_p - [0 + (M_p/4 * 5\%) + M_p/4 * 10\% + (M_p/4) * 100\%]$$

$$= ₹10 \text{ Cr} - [0 + 5\% \text{ of } ₹(10/4) \text{ Cr} + 10\% \text{ of } ₹(10/4) \text{ Cr} + 100\% \text{ of } ₹(10/4) \text{ Cr}]$$

$$= ₹10 \text{ Cr} - ₹2.875 \text{ Cr} = ₹7.125 \text{ Cr}$$

**Using Formulae-2 (Default in providing of day channel marks)**

Monthly Due to Contractor

$$(M_d) = [M_{Ap} - 1\% \text{ of } M_{Ap}]$$

So, Payment due to the Contractor for the month of November in default condition (Less nos. of Day channel marks) will be:  $M_d$  for November =  $[M_{Ap} \text{ for November} - 1\% \text{ of } M_{Ap} \text{ for November}]$

Change the following

$$= ₹7.125 \text{ Cr} - 1\% \text{ of } ₹7.125 \text{ Cr}$$

$$= ₹7.05375 \text{ Cr}$$

- (vii) The measurement of depth and day channel marks in the navigation channel shall be carried out by conducting bathymetric survey every week jointly & its chart should be plotted by the Contractor in presence of Employer's representative. However, Contractor shall also ensure measurement of width in each survey and shall carry out the surveys at 250 m interval in order to define the minimum width of 32 m as specified in tender.
- (viii) In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 10 m apart and

soundings shall be taken continuously and plotted at 4 m interval on the cross section. The cross-section shall be extended upto 20 m beyond the limits of the channel on either side.

- (ix) The survey vessel & equipment required for surveys shall be provided by the contractor. They survey vessel shall be of -  
Sufficient size and stability to safely and properly carry out the survey work under the prevailing site conditions;  
Good maneuverability, even at low speeds of 1 to 2 knots  
Ample space for instruments, recorders, etc.;
- Day accommodation for two men of the EIC - Engineer's staff, besides the normal crew and Contractor's own surveyors;
- A helmsman experienced in survey work;
- Adequate radio communication between all persons concerned in the surveys;
- Facility for operation of Automated Hydrographic Survey System (AHSS).

- (x) Multi Beam Echo Sounder:

The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range. It shall not be permitted for any reason to use a lower operational frequency of the echo sounder for the Post-dredging survey than that has been used for the Pre-dredging survey. The digital echo sounder shall have an accuracy of not less than 0.1 m. In case of shallow depths where Multi Beam Echo Sounder is not operable, single beam echo sounder may be operated with 210 kilo Hertz range with prior approval of EIC/IWAI.

At the start of each hydrographic survey, the AHSS is to be calibrated to the specified accuracy. To this effect, the Contractor shall establish a fixed point (or fixed points) with known coordinates such that the survey boat can easily be positioned with the transducer of the echo-sounder always in the same position relative to the calibration point.

Contractor has to demonstrate his capability to the satisfaction of Engineer in Charge that the deployed survey equipment is sufficient to carry out the surveys in the whole reach as per the tender requirement.

- (xi) Position Fixing System (PFS):  
It shall be in the form of Differential Global Positioning system (DGPS) or Real time Kinematic System (RTKS) based DGPS system of accredited/ IHO approved make providing sub-metre accuracy in position fixing. The system shall be established in such a manner that it shall fully cover the site of the Works and be constantly in operation during the course of the dredging works. The system shall consist of ship borne masters or receivers (one for each dredger and one for each survey launch), distance measuring units, the requisite number of shore stations, interfaces, track plotters, data storage facilities and sufficient spares to enable uninterrupted operation of the system, to the accuracy specified and on board computer and printer and suitable navigational software.

- (xii) Hydrographic survey software  
The Contractor shall use Automated Hydrographic Survey logging System (AHSS) of any accredited / IHO approved Hydrographic survey software which is compatible in logging depth (using digital echo sounder) and position (using position fixing system) simultaneously. The make and type of the hydrographic survey software and method to be adopted for

survey work shall get approved in writing from the Engineer's representative prior to commencement of the survey work.

- (xiii) Sounding vessel/ boat, equipment, personal & other logistics required for conducting surveys/ inspection shall be arranged by the contractor at his cost. Generally, multi beam echo-sounder with digital output shall be used in all survey work. However, keeping in view the site conditions and practicability/ weather, the Engineer-in-Charge shall decide upon the method of measurement to be adopted. These surveys shall be conducted in Automatic Hydrographic Survey System (HYPACK) and recorded all data including Raw, Edited & sorted data in soft is to be submitted along with the bill besides the other documents like charts etc.
- (xiv) The scale of weekly surveys should be 1:5000 for the month. Contractor will prepare the survey charts and submit to EIC for approval along with Soft copy of survey data/ charts etc., Echo roll, Measurement Book etc. related to the measurement. DCIL will issue the approved charts to the contractor. Contractor is to prepare and submit Running Account (RA) Bills based on the approved charts

## 7. FUEL ESCALATION/ DE-ESCALATION:

**No Escalation applicable for the first year of contract**, From second year onwards, Any variation (increase / decrease) in prices of main fuel actually used for the dredger only shall be paid / adjusted as per the standard escalation clause with fuel element factor as 0.28 and as detailed as below:

$$R = 0.85 \times Q \times V_r \times (P - P_o) / P_o$$

Where;

R = Amount payable as per fuel variation

Q = Fuel element factor = 0.28

P<sub>o</sub> = Price of Main fuel inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch (Bhanga/ Nemat/ Guwahati/ Dhubri) as on date of submission of tender as per circular.

P = Average Price of Main fuel for the month under consideration inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch (Bhanga/ Nemat/ Guwahati/ Dhubri) as per circular.

V<sub>r</sub> = Value of work done during the month under consideration as per the relevant items of Schedule of Rates. ie Monthly amount Payable

IOCL/BPCL/HPCL official fuel circular shall be used for calculation of P<sub>o</sub> and P in the Fuel escalation formula.

## 8. OTHER CONDITIONS:-

- (i) Mobilization / Demobilization charges for the dredgers and its accessories and other logistics for survey/inspection/works etc. should be inbuilt in the bid by the contractor. No additional payment/ claim in this regard will be considered.

- (ii) No shifting charges will be paid to the contractor for shifting of the dredger and its accessories from one shoal/ location to another shoal/ location or from one area to another area in respective sector of NW-16.
- (iii) Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation. Interruption in movement of vessel crafts will be counted as non achievement of the specified width and depths and deduction in payment will be applicable on weekly basis for the number of weeks or part of week for which the movement of craft/ vessel is interrupted, as per clause 6 of Technical specifications.
- (iv) No idle time charges will be paid to the contractor on any account during the contract period.
- (v) The contractor shall arrange the transits, buoys, lights, mooring etc. at their own cost as required for dredging and also for cautioning other vessels in the waterway.
- (vi) The Engineer-in-charge or his representative will inspect, co-ordinate and measure the work as per the contract condition. He has the right to inspect at any time during the contract period besides the schedule inspections for which contractor's authorized agent shall be available at site during such inspections.
- (vii) The Contractor shall provide the Engineer-in-Charge or his representative boat/ survey launch from shore to dredger and back to shore and movement in the stretch for inspection & supervision. The EIC/ representatives from DCIL Head office may conduct a surprise inspection by arranging vessel & equipment and the dimensions recorded during such inspections will be binding on the contractor for the purpose of payment.
- (viii) The contractor may execute the work round the clock and on all days including Sundays and Public Holidays with due permission of the Engineer-in-charge in writing except National Holidays and subject to such restriction as may be imposed by State Govt./local body.
- (ix) If the contractor's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground etc. during the period of agreement, the same shall be made good by the contractor at his own expenses or in default the DCIL may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor
- (x) The contractor will submit to the E-I-C bills in triplicate along with the required documents. The bills shall be accompanied with 3 sets each of inspection survey charts.
- (xi) The rates quoted shall include all taxes, duties and any other levies except GST, which will be reimbursed to the contractor on actual basis on production of proof of depositing the service tax with Service tax department. No additional payment on any other account shall be payable by DCIL. Any dispute with the local fishermen, for removal of fishing nets, stakes, from the channel to be dredged shall be solved by the contractor. However, on

request DCIL may extend the assistance for solving the issues only through the concerned official/ dept. of the state or local bodies.

- (xii) The contractor shall mobilize minimum 2 number CSD dredgers/ Units to river Barak (NW-16) for the 1st year and subsequently minimum one dredger / CSD units for 2<sup>nd</sup> and 3<sup>rd</sup> year of specified capacity as mentioned in this contract for lean season of specified capacity as mentioned in this contract for flood season development and maintenance work and to be proposed by the contractor. The contractor shall not change the type, numbers, size and make of dredgers indicated in the proposal without the prior written approval of the Engineer-in-charge.
- (xiii) Contractor shall mobilize all additional resources including dredger, equipment, etc. at his cost for maintaining the assured depth of 2.0 m in the stretches as mention in the objective and area of work under section-VII and also for erection of sufficient numbers of navigation mark (minimum 1 mark per km during flood period for temp/ permanent and number may be suitably increase during lean season for better navigability particularly at the bends as the case may be) as per contract during the entire contract period.
- (xiv) If a dredger goes out of order the contractor should arrange for replacement of the same with an equivalent capacity suitable dredger not less than the dredger capacity specified in the contract with the approval of EIC, to ensure continuity of work.
- (xv) The rate shall be quoted only in Indian Rupees and payment shall be made in Indian Rupees only.
- (xvi) Contractor shall pay special attention for identification of disposal sites with a view to ensure uninterrupted dredging operation and plan in advance disposal details in respect of chainages ahead of location of dredger. In no case, mere non availability of dumping site without any effort by the contractor, DCIL shall not be responsible for delay in the dredging operation/ maintenance of navigational channel.
- (xvii) In case of slow progress of work E-I-C may direct to deploy additional dredgers for completion of the work in time and in such case contractor is bound to mobilise additional dredgers without any cost.
- (xviii) In case of obstructions like concrete piles, the structures of fishing nets fallen, plastic debris, fallen trees, etc. are to be removed by the contractor, no extra payment or any benefit will be paid to the contractor in that regard.
- (xix) In case of any local objections against dredging or disposal of dredged spoils, it has to be settled by the contractor. However, on request, DCI may extend liaison/ help to the contractor to approach concerned officials of State Administration.
- (xx) If the maintenance of navigational channel is stopped continuously for more than 3 days due to law and order, contractor has to report to E-I-C the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit. In case of delay in work E-I-C may take suitable decision without affecting the main objective of the project.

- (xxi) Weekly progress report has to be submitted by the contractor in MS projects format indicating work undertaken by the Contractor along with the logistics deployed for maintenance of navigational channel.
- (xxii) The contractor shall adopt adequate precaution and measures such as construction of temporary protection like temporary bund/Dyke for disposal of dredged material at shore. Particularly during the dredging operation, to avoid any collapse/ damages to the existing bank. Protection work of the dredged area shall be at his own cost.
- (xxiii) The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the E.I.C. or his representative may direct. Until the same shall be raised and removed, the contractor shall display at night search lights and do all such things for the safe navigation as may be required by the EIC. In the event of the contractor not carrying out the obligations imposed upon him by this clause, the E.I.C. shall raise and remove the same (without prejudice to the right of the DCIL to hold the contractor liable) and the contractor shall pay to the DCIL all costs incurred in connection therewith. The fact that sunken vessel, craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.
- (xxiv) During execution of the work if any environmental degradation occurs, consequent on dumping of dredged material or any other reason the same shall be undone or necessary mitigation measures to the satisfaction of E-I-C by the contractor at his cost, without claiming any additional payment from DCIL.
- (xxv) Any changes incurred on testing of the dredged material, testing/ analyzing the quality of water for adopting environmental safeguards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the contractor. No additional charges on any such account shall be payable by DCIL.
- (xxvi) At the option of Contractor, employer may open escrow account for making payments under the contract, the charges for Opening, maintaining, operating and closing of Escrow account shall be borne by the contractor.

## **9.0 Bandalling**

The Contractor is advised to follow the followings for maintenance of channel by means of the erection and maintenance of bandals to achieve the target besides the dredging works;

- i) Bandals of required length are erected at shoal sites to increase the depth of main channel for the purpose of navigation or to maintain desired depth in dredged channel. It will include erection, supervision, safe keeping, re-erection and maintenance of bandals and other allied works complete with all labour, materials, boats, temporary and permanent works, taxes, levies, duties etc. as specified in the contract.
- ii) Bandals are fabricated using new bamboos, mats and coir string. Length of each unit of bandal is normally about 30 m/ 15 m and size of screen is 1.2 m x 0.9 m. These bandals

are placed at 30 degree to 45 degree angle to the direction of current driving bamboo poles. The bamboo mats are placed in such a way that only 10 cm. is above the water level and rest inside the water. It is required to be maintained at appropriate level by lowering/raising the mats depending on the change in water level. Bandal needs to be erected according to Figure given in Enclosure 1 & 2. In A type bandal the 90 cm side of the mat will be in vertical position (i.e. 80 cm. inside water and 10 cm. above) and in B type bandal 120 cm. side is in vertical position.

- iii) New harauti/ Jati bamboo of 18-23 cm circumference at 45 cm from the bottom and 7 to 7.5 m long are used for horizontal, vertical and side support. The vertical bamboo pins are driven in proper line with spacing of 60 cm as per drawings enclosed. The number of bamboos required for 15 m length/30 m length are as under:

For 15 m – 40 Nos.

For 30 m – 80 Nos.

- iv) New bamboo mats 1.2 m x 0.9 m made of minimum 1 mm thick and minimum 1.5 to 2 cm. wide bamboo strips closely woven, tied together with the help of bamboo strips and coir string are fixed on vertical bamboo pins of bandal to act as screen as per drawing and direction of EIC. The no. of mats & quantity of thick and thin coir string required during erection of 15 m and 30 m length of bandals generally are as under :

For 30 m

Bamboo mats - 56 nos.

Coir string (thick) – 10 kgs.

Coir string (thin) – 5 kgs.

For 15m

Bamboo mats - 28 nos.

Coir string (thick) – 5 kgs.

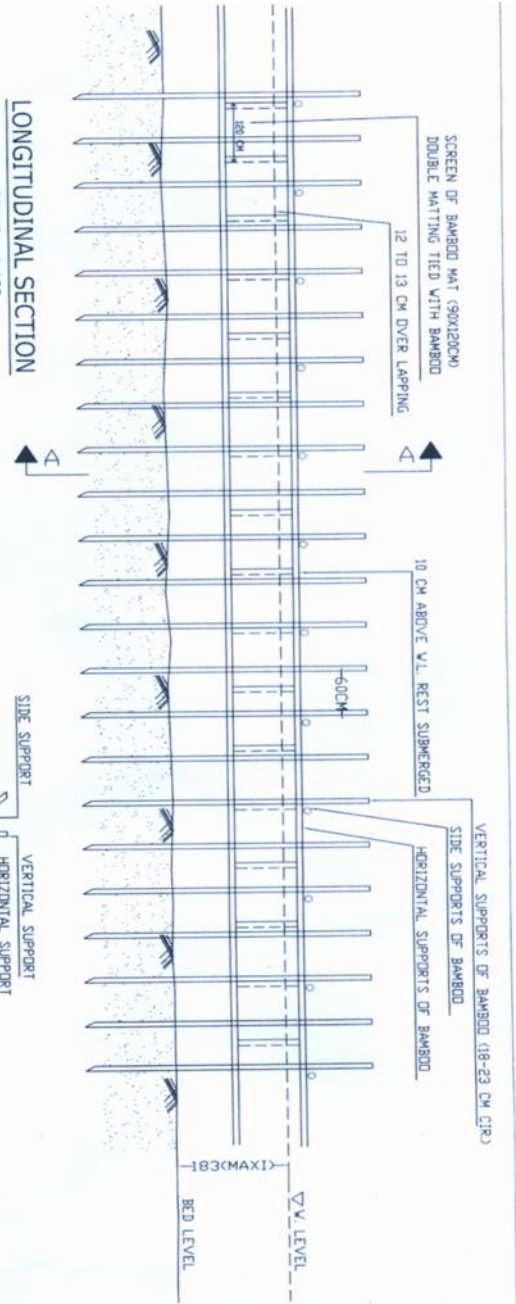
Coir string (thin) – 2.5 kgs.

- v) The bandals of specified length can be erected at the sites as per requirement to maintain the navigational channel/depth.
- vi) Erected / re-erected bandals are maintained depending upon the requirements. After certain period sand chur may appear behind one or more length of bandal at one end of alignment of bandal. In that case such one or more units of bandal may require to be removed and re-erected at other alignment.
- vii) During maintenance period, materials of bandal (e.g. bamboo, bamboo mats, coir strings) is changed due to decay of material only.
- viii) For effective bandaling, sufficient anticipated amount of materials (e.g. bamboo, bamboo mats, coir string) is generally be stored at each bandal site so that during maintenance materials may be replaced without any loss of time. Replacement of decayed mats is completed at shortest period and no part of bandal is kept without mats at any time.

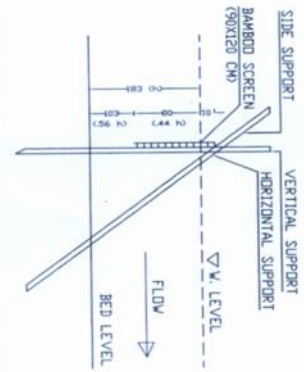


- ix) Sometimes it is observed that the required depth of main channel is achieved at any shoal by erecting bandals after a period of time and continuing the bandals is no longer considered necessary. In that case the erected bandals are removed.
- x) Re-erection of bandal at new places is done with the help of salvaged materials obtained from the removed bandal and by using other fresh materials e.g. bamboo, bamboo mats and coir string whatsoever may be found damaged in the process of re-erection.
- xi) Adequate number of boats / logistics are arranged by for erection and maintenance of the bandals at each site are to be arranged by the contractor. Contractor may use power boats/ launches for timely erection and proper maintenance of bandal.
- xii) The above details of bandals are given only for the guidance of the contractor / bidder. However, the contractor is free to alter the specification of bandals. In fact contractor is also free to employ every other method of aid for maintenance of targeted LAD. This may include any type of temporary or semi-permanent river training works. It is to be reiterated that for performance of this contract or for payments to be made under the contract the only objective / measurement to be made is the LAD recorded on specified joint inspections and not either the quantity of dredging or bandalling or channel marking or anything else. But if the contractor wish to employ any other method (other than traditional dredging or bandalling) he has to request for the same with sufficient details and obtain written permission from EIC for every new innovative works. If such works are found prima facie practical, they will not only be accepted but also be encouraged.

# Enclosure-1



**LONGITUDINAL SECTION**  
SCALE :- 1:100

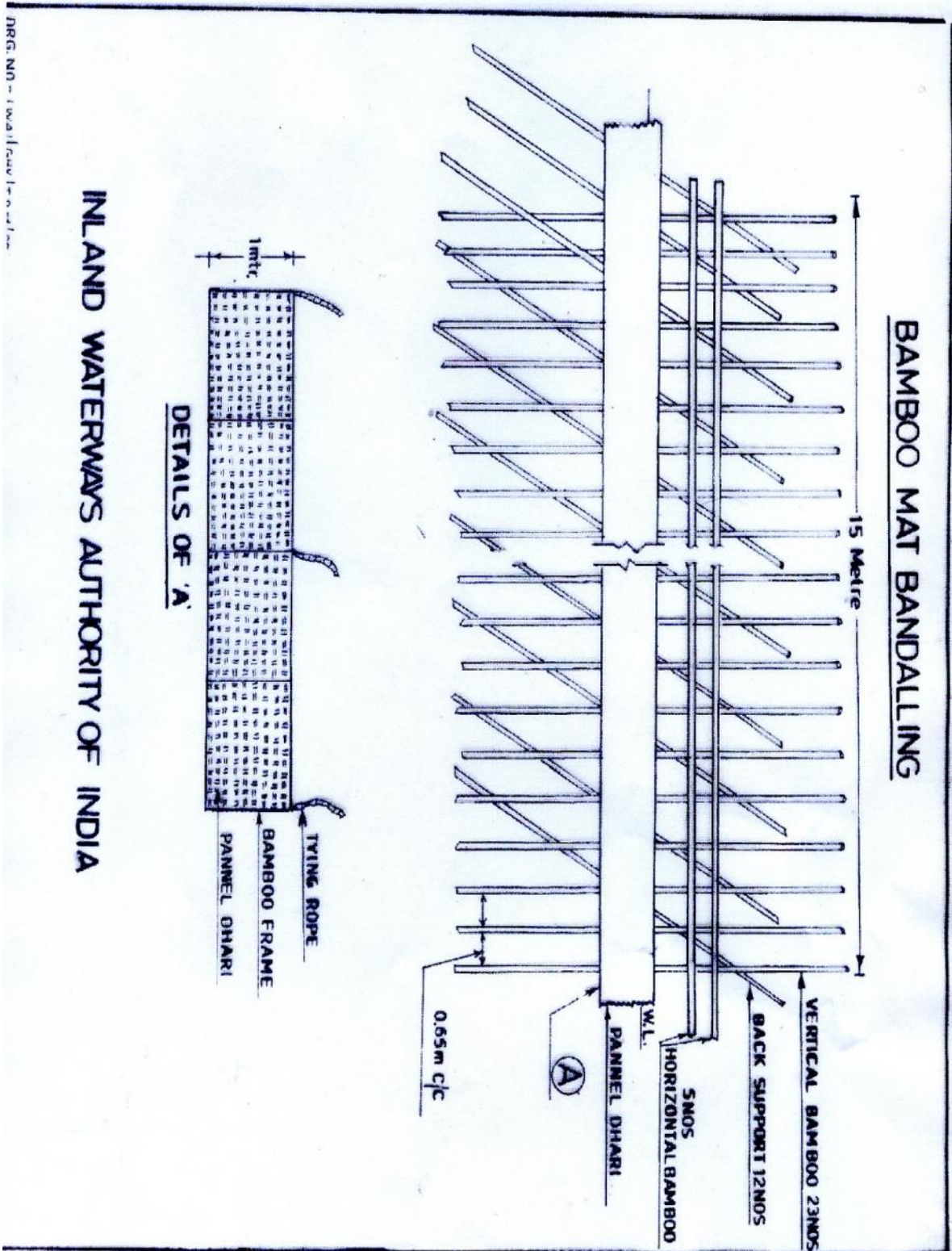


**SECTION AT A-A**  
SCALE :- 1:100

- NOTES:-**
1. JATI BAMBOO PINS 18-23CM DIA, 45CM FROM BOTTOM BAMBOO MATS 90X120CM MADE OF MIN. 10MM THICK AND 15-20CM WIDE BAMBOO STRIPS CLOSELY WOVEN
  2. REQUIREMENT OF BAMBOOS FOR 15M BANDAL  
 BAMBOO PINS (VERTICAL) 23 NOS.  
 BAMBOO SIDE SUPPRT 12 NOS.  
 BAMBOO (HORIZONTAL) 5 NOS.  
 TOTAL = 40 NOS. BAMBOOS
  3. REQUIREMENT OF BAMBOO MATS. (90X120CM)= 28 NOS. (FOR 15M BANDAL)
  4. ALL DIMENSIONS ARE IN CM

<p><b>GENERAL ARRANGEMENT OF BANDAL (TYPE-A)</b></p>	<p>DRG NO: 1WA1/GHY/3</p>	<p><b>INLAND WATERWAYS AUTHORITY OF INDIA</b>                  5th FLOOR PARNESHWARI BUILDING, CHATRAI, NAL. GUWAHATI</p>
<p>DRAWN BY</p>	<p>CHECKED BY</p>	<p>APPROVED BY</p>

Enclosure-2



INLAND WATERWAYS AUTHORITY OF INDIA

DRG. NO. - IWA/1/1997/1-6-2/11

## 10. Day channel marking

Specified day channel markings are an essential component of navigation through the channel maintained by the contractor under this contract. The inspection of the navigational channel for certifying the maintenance of forgetting LAD will also be carried out in the so marked channel by the contractor. The masters of the inland vessels (the end users) also use these channel marks as a standard guiding aids for safe navigation. Hence this is an important component of responsibility of the contractor under this contract. Therefore the contractor should acquaint himself adequately about the various types of channel marks specified by DCIL under regulation for Prevention of collision of national waterways regulations, 2002. However for ready reference following specification of channel marks need to be followed by the contractor for under this contract. EIC has the right to refuse the weekly inspection if the contractor fails to satisfy EIC about number type and quality of channel markings or if an end user complains in writing with Prima facie evidence about absences, inadequacy or mistakes in channel marking erected by the contractor under this contract. Some important aspects of channel marking to be erected and maintained by the contracts are as follows:-

- i) The responsibility of the contract includes erection, supervision, safe keeping, re - erection and maintenance of the channel marks and other allied works and the provision of all labour, materials, mechanized boats, temporary works and everything whether of a temporary or permanent nature required for safe navigation as specified or reasonably to be inferred from the contract.
- ii) For marking the channel, the material used shall be bamboos, bamboo strips, bamboo mats, coir string, straw, lime, etc., the materials and other tools and plants as may be required are to be arranged at different sectors at contractor's own cost.
- iii) Marks shall have to be erected at suitable places as per requirement of E-I-C or his representative and also as per Enclosure-3 herewith. In case, any marks are placed wrongly the same shall be rectified by the contractor at his own cost.
- iv) The contractor shall at his risk and cost, make all arrangements for locating the navigable channels, sand churs, snags, etc., by means of regular soundings along the river and change the position of the marks to indicate the navigable channel by the end users during operating in the stretch.
- v) All the marks termed as right hand marks, left hand marks, channel closing marks and snags (for lean season) and right hand transit mark and left hand transit mark (for flood season) are of variable nature and this can be determined only after conducting the survey in the field. In case of additional requirement of marks, the contractor shall erect the same without additional cost.
- vi) The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. He must, therefore, have thorough knowledge about the work prior to submission of his rates in the bid. No extra claim in this regard shall be entertained once the contract has been awarded. The marks shall be maintained during

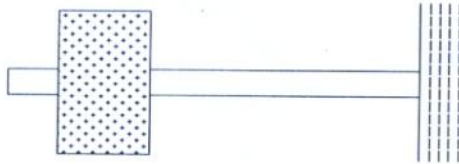
the entire contract period. The material used for channel marking thereafter shall have to be removed by the contractor at his risk & cost.

- vii) Bamboo Harauti of 18 to 23 cm circumference at 45 cm (1'-6") from the bottom about 7 to 7.5 mtrs. long are required for marking the channel. The marks shall be driven properly by using wooden hammer up to at least (one) 1 meter below the ground level. Submerged sand chars, submerged high banks and other possible navigational obstructions shall be duly marked. Beginning and end of a channel through churs shall be prominently marked using bamboo poles with bamboo mats reinforced with bamboo strips for being located. These shall also be painted with lime. The reference of marking shall be commenced from upstream of the river and marks shall be put up on the right-hand side of the channel or the left hand side of channel as given in Enclosure 3.
- viii) The navigable channel shall be at least 32 m wide and 2.0 m deep throughout the year. Marks shall be erected after taking measurement across the river by marked bamboo poles. Navigational channel in the crossing from one bank to another shall be marked with transit marks. Where straight reach is available, marking shall be placed at longer distance but shall be visible from first mark. For marking the main channel passing through the shoal / churs the marks shall be erected in water close to the main navigational channel.
- x) All snags shall be marked with proper care. During the flood a number of trees, trunks & other permanent structures which are uprooted in the U/S of the river, flows down & get stranglers at marking places even some time in the main channel. For safety of navigation, these obstructions known as snags should be detected first & marks properly. For this special marks (as mid water snag marks, left & right hand snag marks) are being used which may be seen in Enclosure-3. If they are deep in water lying on river bed but allowing sufficient navigation depth in lean period then marking is done by a navigation buoy made of a sealed 15 liter empty oil tin painted red, tied with a wire rope & sunk by a sinker.
- xi) The materials used on the work shall be of good quality conforming to the specifications laid in the contract. The work shall be carried out in a workman like and expeditious manner and the quality of work at each stage shall be monitored by the EIC or its representatives. The EIC's decision as to the quality of such materials and work shall be final and binding on the contractor.
- xii) The contractor shall bear full responsibility for the intimation to the EIC forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc., as the case may be. The contractor shall also report such accidents to the Competent Corporation wherever such reports are required under rules. The EIC or his representative must however, be informed immediately in the event of any marine accident. The contractor should also bear full responsibility for all accident, damages or injury caused to any of the DCIL's employees/ IWAI staff and officials, cause of which is established as due to contractor's carelessness or negligence.
- xiii) In case the contractor fails to maintain the navigational marks according to specification and directive given by the representative of the Engineer-in-charge from time to time, the Engineer-in-charge shall be free to cancel the entire or / part of the inspection to measure LAD or to deduct a percentage of amount for the payment due for that week.

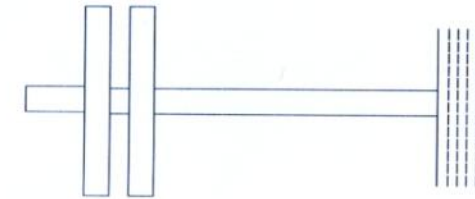
## **11. Permanent marks on the Banks of river**

- (i) In addition to above, wherever the banks are firm and not more than 300-400 mts apart, required numbers of permanent navigational marks (concrete pole of approximate 4 m height (visible height above the ground shall be 3 m at least with 1m X 1m retro reflecting signage /marks of good quality preferably by 3M and sustainable for the wind speed of 60 kmph) on the Bank of River Barak are to be installed and maintained throughout the contract period. The system and different type of permanent navigation marks proposed are at Enclosure-4.
- (ii) The Contractor shall obtain from the sheet manufacturer / authorized convertor seven year warranty for satisfactory field performance including stipulated retro-reflectance of the retro-reflective sheeting of the approved grade on the finished sign board.
- (iii) Signposts, their foundation and sign mountings shall be so constructed as to hold these in a proper and permanent position against the normal storm wind loads or displacement by vandalism. Normally, sign with an area up to 1.0 sq. m shall be mounted on a single post, and for greater area two or more supports shall be provided. Sign supports maybe reinforced concrete post end shall be firmly fixed to the ground by means of properly designed foundation.
- (iv) The work of foundation shall conform to relevant specifications for sustainability.
- (v) All components of signs and supports, other than the reflective portion shall be thoroughly descaled, cleaned, primed and painted with two casts of epoxy paint. Any part of mild steel (M.S) post below ground shall be painted with three coats of red lead paint.

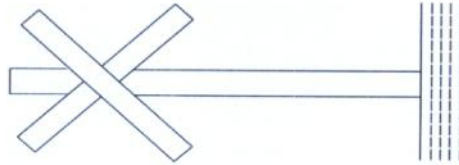
DIFFERENT MARKS OF RIVER ROUTE OF BRAHMAPUTRA



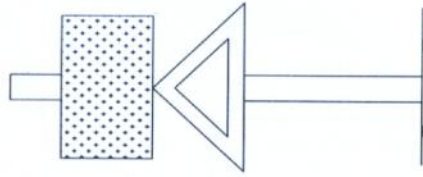
**MUNDA**  
(RIGHT HAND MARKS)  
LEAVE ME ON LEFT WHILE  
GOING ON UP STREAM



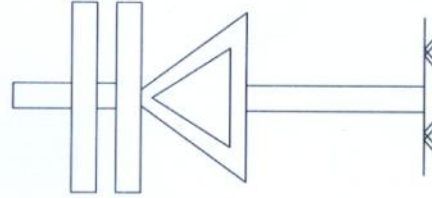
**HATH**  
(LEFT HAND MARKS)  
LEAVE ME ON RIGHT WHILE  
GOING ON RIGHT AND UP STREAM



**CROSS**  
DANGER,  
DON'T COME TOWARDS ME



**PARI MUNDA**  
(RIGHT HAND MARK TRANSIT)  
COME TOWARDS ME AND LEAVE ME ON LEFT  
WHILE GOING ON UP STREAM



**PARI HATH**  
(LEFT HAND MARK TRANSIT)  
COME TOWARDS ME AND LEAVE ME ON RIGHT  
WHILE GOING ON UP STREAM

INLAND WATERWAYS AUTHORITY OF INDIA

MARKS ON THE BRAHMAPUTRA TO  
INDICATE NAVIGABLE CHANNEL

NOTE:  
MARKS ARE TO BE PLAINTED WITH LIME

DRG NO: 1W/AIGHY/2

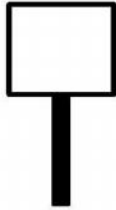
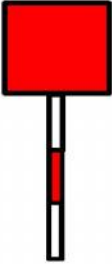

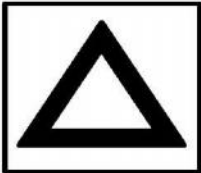
INLAND WATERWAYS AUTHORITY OF INDIA  
5th FLOOR PARMESHWARI BUILDING, CHATTRIBARI, GUWAHATI

DRAWN BY


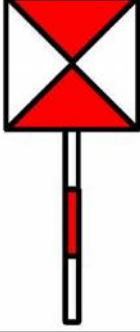
CHECKED BY

APPROVED BY

### Enclosure-4

Sr. No	Mark Type	Description	Shape of Mark
1	Left Crossing Mark	<p>Left: Crossing the channel from Left to Right if Right Crossing mark is visible or keep left</p> <p>Mark: White Top Mark with Black Post</p>	
2	Right Crossing Mark	<p>Right: Crossing the channel from Right to Left if Left Crossing mark is visible or keep right</p> <p>Mark: Red Top Mark with Red/White band Post</p>	
3	Center Mark	<p>To indicate the safe navigation channel at center of river</p> <p>Mark: Red and White Top Mark with white post</p>	
4	Bridge Pass Mark	<p>To indicate that the bridge bay is safe to pass</p> <p>Mark: Pass Mark as shown in Figure</p>	



Sr. No	Mark Type	Description	Shape of Mark
5	Bridge No Pass Mark	<p>To Indicate that bridge bay is not safe to pass</p> <p>Mark: No Entry Mark as shown in Figure</p>	
6	Danger Mark	<p>To indicate danger near shore</p> <p>Mark: Top Marks with Red/White Triangles and Red/White band Post</p>	

## **SECTION-VIII**

### **SPECIAL CONDITIONS**

**A. HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Corporation harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Corporation.
- iii) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

**B. CHANGE ORDERS:**

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Corporation.

**C. UNSATISFACTORY PERFORMANCE:**

- i) In case of unsatisfactory performance/ progress / services by the Contractor, DCIL shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, DCIL reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

**D. WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Corporation under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

**E. MISCELLANEOUS:**

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

## Appendix to Bid

Bidders are required to sign each page of the Appendix to Bid.

### Conditions of Contract Sub-Clause

Clauses	Definitions
Performance Security Clause 3	The performance security will be in the form of a “unconditional” bank guarantee of any nationalized bank of India for an amount of 5percent of the Contract Price.
Time for Commencement. Clause 12	4 weeks from date of issue of Letter of Acceptance.
Amount of Liquidated Damages Clause 38	As defined.
Limit of Liquidated Damages Clause 38	10 percent of the Contract Price.
Interest rate payable by the employer for late payment Clause 42	No interest shall be payable by Employer to the Contractor for unpaid sums
Maximum Amount of Advance Payment Clause 53	10 percent of the Contract Price.
Start Repayment of Advance Payment Clause 53	The recovery of mobilization advance shall commence from 2 <sup>nd</sup> Interim Payment Certificate or 90 days from the date of payment of mobilization advance whichever is earlier. The recovery would be @ 12.5% of the gross value of works claimed in the bill to ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed. The interest shall also be recovered from each interim Payment Certificate / Running Account Bill.
Monthly Recovery of Advance Payment	

## **SECTION-IX: ANNEXURE'S**

## ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To  
The HoD(OPS)  
Dredging Corporation of India  
Visakhapatnam- 530022

In consideration of the ..... (hereinafter called “**Employer**”) having to enter into an Agreement with M/s ..... (hereinafter called the “**Contractor**”) as a follow up to the Letter of Award no.....dated..... issued by the Employer for “**Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in various National Waterways in NER (NW-16) between Bhanga to Badarpur about 10.5 kms by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels**” on production of Performance security in the form of Bank Guarantee for Rs ..... (Rupees.....only), at the request of ..... **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees.....only).

2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 180 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be

enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.

8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of  
..... 20..... for  
.....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch.(SEAL)

## ANNEX - II: AGREEMENT FORM

(To be executed on non-judicial stamp paper of INR 100 and signed by the Contractor and the same is to be signed by Authorized Signatory / Competent Employer on behalf of DCIL)

.....(*insert name of the assignment*)

### AGREEMENT

### BETWEEN

**Dredging Corporation of India Limited**

### AND

### CONTRACTOR

This Agreement made on this.....day of.....Two thousand.....between Dredging Corporation of India Limited, having its head office at Dredge House, Seethammadahara, Visakhapatnam-530022 (hereinafter called the “**DCIL**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and

M/s.....having its office at .....(hereinafter called the “**Contractor**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS DCIL** is desirous of giving “.....(*insert name of the assignment*)(the “**Work**”)” as per the Work Order No. ....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

**WHEREAS THE CONTRACTOR** has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall undertake the “**Work**” as per the Work Order No. ....dated ..... in accordance with the terms& conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement, i.e.:
  - (a) Agreement Form
  - (a) Integrity Agreement
  - (b) Letter of Award / Work Order

- (c) Conditions of Contract
- (d) Schedule of the price bid
- (e) Technical Bid
- (f) Addenda / Corrigenda
- (g) Minutes of Pre-bid Meeting
- (h) All Correspondences

The “Contractor” hereby covenants with DCIL to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

**For and on behalf of  
(Dredging Corporation of India)**

**For and on behalf of  
(Contractor)**

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Stamp*

*Stamp*

**Witness – I**

**Witness – I**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

*Stamp*

*Stamp*

**Witness – II**

**Witness – II**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_



**ANNEX -III: DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM  
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

NAME OF THE PROJECT: \_\_\_\_\_

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate DCIL in case of any change in particulars given below and will not hold DCIL responsible for any delay / default due to any technical reasons beyond DCIL"s control:-

<b>Bank Account Number</b>	:	_____
<b>RTGS/NEFT/IFSC CODE</b>	:	_____
<b>NAME OF THE BANK</b>	:	_____
<b>ADDRESS OF THE BRANCH OF THE BANK</b>	:	_____
<b>BRANCH CODE</b>	:	_____
<b>ACCOUNT TYPE</b>	:	_____
<b>(SAVING/CURRENT/OTHERS)</b>	:	_____

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.**

DCIL hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I / We would not hold DCIL responsible.

**Signature of Authorized Signatory  
Name& Designation:**

**Date:**

**Place**

**ANNEX-IV: BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank Account No. ....  
with our branch and the bank particulars mentioned above are correct.

**Authorized Signatory**

**Authorization**

**Date:**

**No.**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Official Seal/Stamp**

## ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,  
The HoD(OPS)  
Dredging Corporation of India  
Visakhapatnam- 530022

Date:

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**

**Name of Tender/Work:** - “Development & Maintenance of fairway width of 32 m and depth of 2.0 m for 6 months in each year for 3 years in Barak River,NER( NW-16) from Banga to Badarpur about 10.5 kms by undertaking required dredging, bandalling, channel marking, river training etc. to ensure safe navigation of vessels”.

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above-mentioned Tender / Work from the website(s) namely., [www.dredge-india.com](http://www.dredge-india.com) OR <https://gem.gov.in> per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully**

**(Signature of the Bidder, with  
Official)**

## ANNEX-VI: BANK GUARANTEE FORM FOR EMD

To  
The HoD(OPS)  
Dredging Corporation of India  
Visakhapatnam- 530022

WHEREAS \_\_\_\_\_ (Name of Tenderer)(hereinafter called the Tenderers) wishes to submit his tender for work of \_\_\_\_\_ in the state/s of \_\_\_\_\_ herein called "the Tender"

KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at \_\_\_\_\_ (hereinafter called the "Bank") are bound unto the Dredging Corporation of India (hereinafter called "the Employer") in the sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_\_ of \_\_\_\_\_ and undertake to pay the amount of \_\_\_\_\_ Rs. \_\_\_\_\_ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Agreement Form in accordance with the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to 30 days beyond bid validity period i.e. \_\_\_\_\_ days from the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE BANK

\_\_\_\_\_  
NAME AND DESIGNATION

\_\_\_\_\_  
SEAL OF THE BANK

\_\_\_\_\_  
SIGNATURE OF THE WITNESS

\_\_\_\_\_  
NAME OF THE WITNESS

\_\_\_\_\_  
ADDRESS OF THE WITNESS

## **ANNEX-VII: LETTER OF CONSENT**

(To be filled up by Sub-contractor and submitted in Enclosure II of this tender document)

Sub-contractor's Name: *[insert full name]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Tender No. and title: *[insert Tender number and title]*

Dear Sir,

The invitation for tendering for *[insert name of work]* has been called by *[insert name of employer]*.

In this regard, this is an undertaking that *[insert name of Sub-contracting firm]* having its office at *[insert address of the Sub-contracting firm]* is willing to participate as sub-contractor for *[insert brief work details for which sub-contractor will provide services]* with *[insert name of applicant]* for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-contractor]

(Rs. 100/- Non-judicial Stamp Paper)

## ANNEX-VII: INTEGRITY PACT AGREEMENT

Between

**Dredging Corporation of India Limited (DCIL)** Hereinafter referred to as "The Principal",

And

( \_\_\_\_\_ ) Hereinafter referred to as "The Bidder/Contractor"

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. \_\_\_\_\_ for the work of \_\_\_\_\_. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section I - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
  - (b) The Principal will, during the Tender process treat all Bidder(s) with equity and fairness. The principal 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 will exclude from the process all know prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it may raise a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any of the person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the 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 during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders 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 actions to restrict competitiveness sort introduce cartelization 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)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal 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 name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
  - 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.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

## **Section 3: Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender processor take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" will be followed.

#### **Section 4:- Compensation for Damages.**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
2. If the Principal has terminated the contract according to Section -3, the Principal is entitled to terminate the contract according to Section -3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression.**

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other Company in any country confirming to the anti corruption approach or with any Public Sector Undertakings/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 for action can be taken as per the procedure mentioned in “Guidelines on banning of business dealings”.

#### **Section 6: Equal Treatment to all Bidders/Contractors /Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment inconformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors, and subcontractors.
3. The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

#### **Section 8: Independent External Monitor(s).**

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD & CEO, DCIL.



3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the MD &CEO, DCIL within 8to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on DCIL Board.
8. If the Monitor has reported to the MD &CEO, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD &CEO, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9: Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
2. If any claim is made/lodged during this 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 Chairman of DCIL.

### **Section 10: Other Provisions**

1. This agreement is subject to Indian Law. place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors
- 6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of Principal)

(For&On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

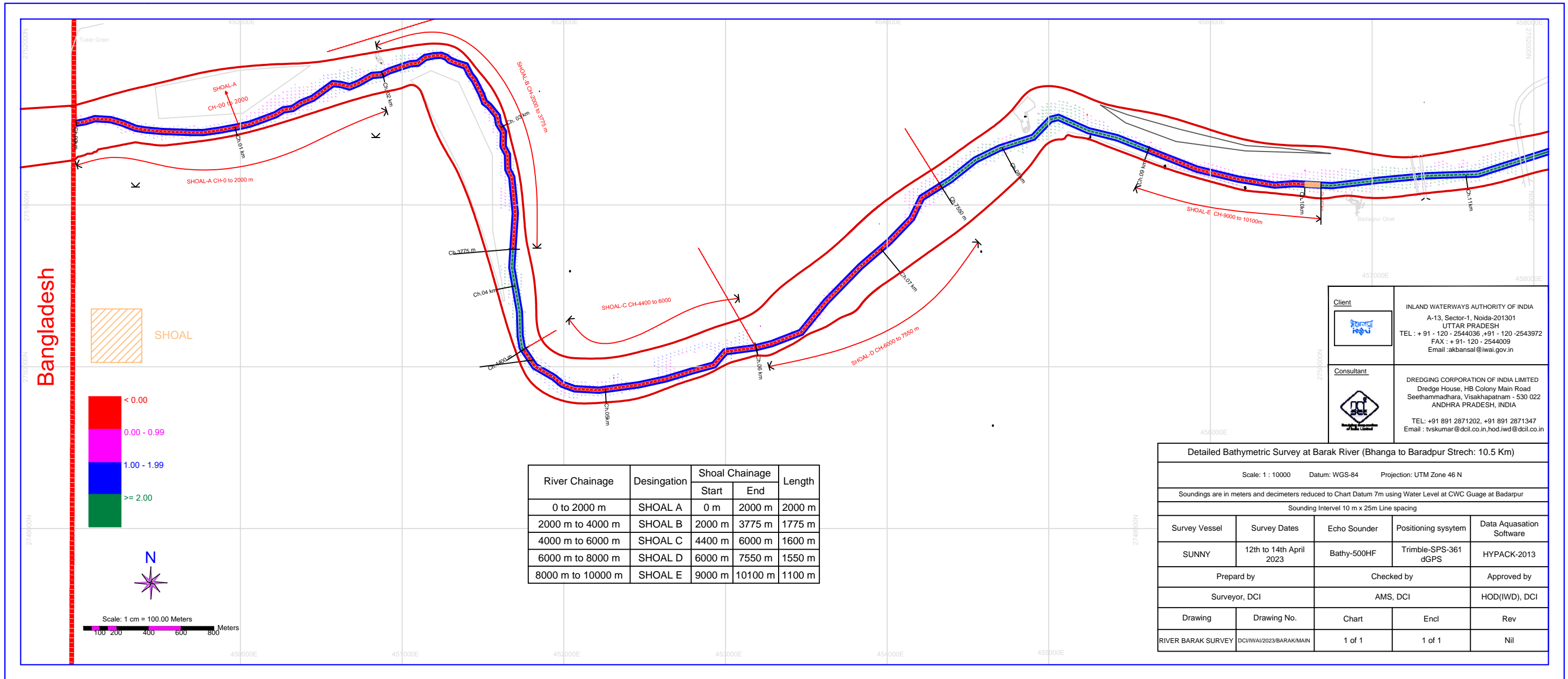
Witness 1 :

Name &  
Address

Witness 2 :

Name &  
Address





River Chainage	Designation	Shoal Chainage		Length
		Start	End	
0 to 2000 m	SHOAL A	0 m	2000 m	2000 m
2000 m to 4000 m	SHOAL B	2000 m	3775 m	1775 m
4000 m to 6000 m	SHOAL C	4400 m	6000 m	1600 m
6000 m to 8000 m	SHOAL D	6000 m	7550 m	1550 m
8000 m to 10000 m	SHOAL E	9000 m	10100 m	1100 m

<b>Client</b>	INLAND WATERWAYS AUTHORITY OF INDIA A-13, Sector-1, Noida-201301 UTTAR PRADESH TEL : + 91 - 120 - 2544036 ,+91 - 120 -2543972 FAX : + 91 - 120 - 2544009 Email : akbansal@iwai.gov.in
<b>Consultant</b>	DREDGING CORPORATION OF INDIA LIMITED Dredge House, HB Colony Main Road Seethammadhara, Visakhapatnam - 530 022 ANDHRA PRADESH, INDIA TEL: +91 891 2871202, +91 891 2871347 Email : tvskumar@dcil.co.in, hod.iwd@dcil.co.in

Detailed Bathymetric Survey at Barak River (Bhanga to Baradpur stretch: 10.5 Km)				
Scale: 1 : 10000		Datum: WGS-84		Projection: UTM Zone 46 N
Soundings are in meters and decimeters reduced to Chart Datum 7m using Water Level at CWC Gauge at Baradpur				
Sounding Interval 10 m x 25m Line spacing				
Survey Vessel	Survey Dates	Echo Sounder	Positioning system	Data Acquisition Software
SUNNY	12th to 14th April 2023	Bathy-500HF	Trimble-SPS-361 dGPS	HYPACK-2013
Prepared by		Checked by		Approved by
Surveyor, DCI		AMS, DCI		HOD(IWD), DCI
Drawing	Drawing No.	Chart	Encl	Rev
RIVER BARAK SURVEY	DCI/WAI/2023/BARAK/MAIN	1 of 1	1 of 1	Nil